2019
A&E TELEVISION NETWORKS, LLC.
("A+E NETWORKS" or "AETN")

PRODUCTION DELIVERY
&
TECHNICAL REQUIREMENTS

(Vers. 16.1)
September 2019
Final

NOTE:
CAPITALIZED TERMS DEFINED HEREIN DO **NOT** CHANGE THE MEANING AS SET FORTH WITHIN THE PRODUCER'S AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED.

ALL DELIVERABLES MUST BE RECEIVED AND ACCEPTED BY A+E NETWORKS BEFORE FINAL PAYMENT CAN BE PROCESSED.

Table of Contents

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As of the date hereof, A+E Networks has the following programming services (each a "Network"): A&E Network, HISTORY, Lifetime, Lifetime Movies, Lifetime Real Women "FYI", Crime and Investigation, Military History Channel, History en Espanol and Viceland.

In addition to the Cable and Broadband linear feeds, A+E Network programs are distributed via Video on Demand, TV Everywhere, Home Video and Download to Own and streaming outlets, including iTunes, Amazon, Netflix and Hulu.

A+E Networks programming is distributed globally in more than 150 countries and 38 languages.

A+E Networks directly handles or oversees the QC, Editing, Digital Encoding and Distribution of A+E Programming for all of the aforementioned services and businesses.

This document is specifically written to meet the technical needs of all the aforementioned distribution platforms. Please use it to ensure that your program deliverables meet all technical requirements.

I. HD PRODUCTION, POSTPRODUCTION AND DELIVERY

1.1 Program Deliverables Timeline

A+E Networks (AETN) requires that all program deliverables arrive <u>at least 10 business days</u> or more, in advance of the premiere date to allow us to prepare a program for all distribution platforms and provide enough time for all QC reconciliations. If extenuating circumstances require you to deliver closer to air, the minimum window is 5 business days in advance of premiere date to allow for preparation for broadcast, which leaves little room for unforeseen problems.

If a program/series is deemed a "Global Tentpole," it means that the international affiliates around the world are scheduling the program to air on the same day as the U.S. domestic airdate. Global Tentpoles therefore require a much earlier delivery timeline to facilitate relanguaging.

1.1.2 Live Events/Shows

If you have been commissioned to produce a live event/program, you will be responsible for a subsequent delivery of a post-produced program derived from the live program, for the purposes of Worldwide Distribution. The post-produced program must be delivered in accordance with the technical specifications outlined in this document.

1.2 Production and Post Workflows

AETN requires that all content be shot, composed, mastered and delivered in a single, consistent frame/field rate.

If your program and/or series will contain mixed frame rate content, you must discuss best practices for standards conversion and production with your Global Acquisition Services representative prior to inception of the series, season or program production. (This process also applies if some, but not all, episodes of a season or series are affected.) Any stuttering, interpolation, blended frames or other errors resulting from improper frame rate conversion must be resolved before final delivery to AETN. See section 1.3 for additional information about working with mixed frame rate content.

1.2.1 Table of Acceptable Delivery Formats

Video Format	Audio Format	File Format	Timecode
1080/23.98PsF (24000/1001 FPS)	Stereo (5.1 upon request)	ProRes 422 HQ	Non Drop-Frame
1080/59.94i (30000/1001 FPS)	Stereo (5.1 upon request)	ProRes 422 HQ	Drop-Frame
1080/25PsF* (25.000 FPS)	Stereo (5.1 upon request)	ProRes 422 HQ	Non Drop-Frame
1080/50i* (25.000 FPS)	Stereo (5.1 upon request)	ProRes 422 HQ	Non Drop-Frame

*Programs originating in 1080/25p or 1080/50i must be delivered in their native frame rate. 720p is not included on this table because it is a prohibited shooting and delivery format.

1.3 Programs Containing Mixed Frame Rate Content

If your program will contain mixed frame rate material because of non-original acquired content, please plan your production and postproduction workflows accordingly, including shooting, ingest, editing and graphics creation. Frame rate conversions must be applied using the highest quality conversion technology. Conversions that compromise the quality of the source content in any way will be subject to QC rejection and redelivery with corrections.

The chart below will assist you in choosing the correct frame rate for your program. Please discuss your choices with your Global Acquisition Services representative before you begin production.

Frame Rate Delivery Guidelines

Shooting Frame Rate	Non-Original Content To Be Converted To	Editing Frame Rate	Delivery Frame Rate
1080/23.98PsF	1080/23.98PsF	1080/23.98PsF	1080/23.98PsF
1080/59.94i	1080/59.94i	1080/59.94i	1080/59.94i
1080/25PsF	1080/25PsF	1080/25PsF	1080/25PsF
1080/50i	1080/50i	1080/50i	1080/50i
1080/29.97PsF	1080/59.94i	1080/59.94i	1080/59.94i

The shooting frame rate in the above chart assumes that all A & B Class Cameras, including consumer grade B Class Cameras, are procured and set properly to shoot original content in the same consistent frame rate as the primary cameras.

1.3.1 Programs Containing Archival/Non-Original Material

When working with archival/non-original content, it is critical that you obtain the content in its native frame rate and use approved methods to convert the footage to your final delivery frame rate. If you are planning to use SD, archival footage or non-original footage, please consult the table of Frame Rate Delivery Guidelines above to determine the appropriate postproduction frame rate for editing and delivery. Please contact your Global Acquisition Services representative to discuss the percentage of non-native frame rate or non-original HD content within your program.

Please contact Stephen Brandt (Stephen.Brandt@aenetworks.com) to request the AETN Archive Deals and Preferred Rates packet.

1.3.2 Frame Rate Conversions

When working in multiple acquisition formats, including archival or stock footage, it is vital that you use the highest quality methods available to convert between different HD line/frame rates or from SD to HD. Not all methods work for all content and several techniques may need to be used. Conversions should be vetted on a shot-by-shot basis and a trial-and-error method may need to be employed.

Your footage must not display artifacts, stuttering, interpolation or blended frames or it will be subject to A+E QC failure. It is recommended that sample archival footage and sample frame rate conversions be submitted prior to final delivery of the program. Contact your Global Acquisitions Representative to begin this process.

Improper standards conversions can lead to video problems like stuttering, stepping, blended frames, interpolation errors, audio sync issues etc. These problems are then exacerbated during the process of mastering to international standards (HD 1080/50i or 1080/25psf) and can be severe enough to render a program unsuitable for broadcast.

1.4 Utilizing Archival Source Material and Aspect Ratio Conversion

If you need to utilize SD source material, you must upconvert to HD using the highest quality hardware or software available. The technical quality of any archival content may be subject to QC rejection, even if the content was provided by AETN Media Resources.

If you are using archival footage or photographs that are natively 4:3, or appear cropped, postage stamped or pillarboxed within the 16:9 frame, it will be necessary to consult with Global Acquisition Services to determine the proper methods of converting and repositioning 4:3 content to 16:9 HD.

Stretching the 4:3 image to fill the 16:9 frame is prohibited. Pillarboxed HD images are prohibited. It is preferred that a combination of Zoom, Pan/Tilt & Scan is employed to fill the

16:9 frame. If it is absolutely necessary to preserve the original 4:3 framing for some images, then the image may be placed within a 16:9 graphic mortise (never over black).

Regardless of the creative intent to preserve the original aspect ratio of the archival material or photo, and even if your Programming Executive or Executive Producer has approved these images from a creative perspective, the use of a graphic mortise to fill the 16:9 frame is the preferred method to be employed for the purposes of international distribution.

Incorrect: pillarboxed — Incorrect: letterboxed — Incorrect: postage stamped — Incorrect: stretched — Correct: filled 16:9
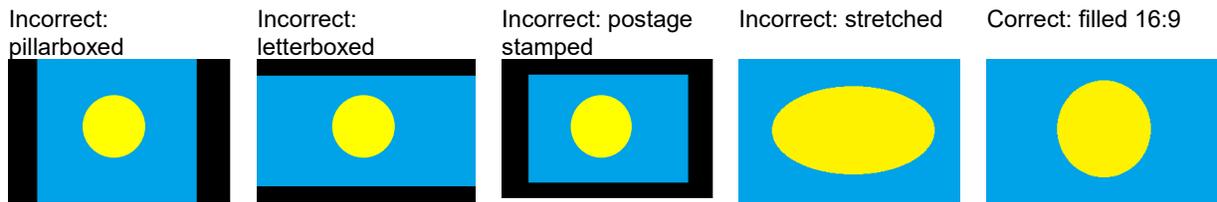
1.5 1080i/50 and 1080p/25 Programs

1080i/50 and 1080p/25 programs will be accepted if that is the native shooting/editing rate. If you are delivering either 25p or 50i, compliance with all other requirements within this packet is required. Program timecode must start at 01:00:00 and the program must deliver closed caption encoded.

1.6 Acceptable Primary "A" and Secondary "B" Class HD Camera Specs

Cameras must be approved before production begins; please contact your Global Acquisition Services Representative for the most recent list of acceptable "A" and "B" cameras. If you wish to use a camera that is not listed, you must request approval, and you may be asked to provide test footage for review.

"A" cameras are defined as having a 2/3 inch optical sensor or larger and acquisition bit rates equal to or greater than 35/Mbps, and should be used for 75% or more of the shot footage included in any single episode.

"B" cameras are defined as having at least half the resolution of "A" cameras with an optical sensor of no less than 1/3 inch. "B" camera footage should not exceed 25% of the shot footage included in any single episode and should be used for secondary shooting only. The acceptance of "B" cameras will be dependent upon the resolution and the recording codec used. Be advised that HDV is not an acceptable "B" camera acquisition format. All footage shot with "B" camera(s) must match the frame rate of footage shot with "A" camera(s).

1.6.2 Non-HD Formats

If you are planning to shoot in another format or resolution (2k 2.7K, 4k, 6k, UHD), please make sure that the Global Acquisitions team is aware of the non-HD formats being used, how much of the original content within your program is going to be non-HD and what cameras are being used. This information will be important when original materials in their original formats are being delivered to A+E Networks during the reclamations process (see section 10).

1.6.3 Acceptable Record Formats

Acceptable HD shoot and record formats include: AVC Intra 100, XAVC-I, XAVC-L, HEVC , MPEG HD422, MPEG-4 H.264, XDCam HD (35mb), XDCam EX (35mb), XDCam HD422, ProRes 422 and ProRes 422 HQ.

1.6.4 Unacceptable Cameras

If you wish your master to have a "film look," you must shoot 23.98psf and edit and deliver in the 23.98psf. In order to protect image quality, converting footage to a different frame rate within the camera is strictly prohibited. An example of this would be shooting in 1080p/23.98 but recording as 1080i/59.94, thereby causing a 2:3 pull-down to be embedded within the media. Any stuttering, interpolation, blended frames or other errors resulting from improper frame rate conversion must be resolved before final delivery.

1.7 HD Editing Codecs

Acceptable HD editing codecs are: XDCam HD, XDCam HD422, 8 and 10 bit Avid DNxHD 115, 120, 145, 175, 185 and 220, 8 – 12 bit Avid DNxHR LB, SQ, HQ, HQX and ProRes 422 117, 122, 147, ProRes 422HQ, 176, 185 and 220.

1.8 Still Photo Image Quality

Photos and other still images that appear in your programs must be HD quality. Scanned images should have a recommended resolution of 700dpi @ 1920x1080. Low-resolution images, regardless of source, are not acceptable and are subject to rejection based on visual quality.

1.9 Enhanced Content Deliverables – Snap-ins

Producers will be required to deliver additional content to be used as snap-ins: 4-5 minutes of additional content for a 60-minute program, 2-3 minutes for a 30-minute program and 8-10 minutes for a 2-hour program. The snap-ins allow us to produce a longer program, should the licensee or international affiliate choose to air the program or episode at a longer length than what was originally delivered for domestic air. This additional material may be several small pieces or one or two large pieces to be added to a particular section of the program. This material may be newly shot content or content left "on the cutting room floor," but should not be repurposed content already delivered or intended to be delivered as short-form material (see section 14).

The additional material is meant to add value to enhance the story and should not merely be a few seconds of extended scenes at several places in the program. If you intend to provide more than 5 individual snap-in elements that add up to the requested length (for a 60min program), please consult with your Global Acquisitions Representative to discuss the value of this material.

The material that is provided as snap-ins should be able to be literally "snapped into" the program at a particular timecode, transition seamlessly in and out of the program and appear natural to program continuity. Each individual snap-in element should start with a :03–:05 slate that includes the length of the new material and the specific frame-accurate timecode of where it should be edited into the program. Please also provide a few frames of audio/video handles at

the head and tail of each snap-in so that there is a clear visual cue for placement, and if necessary, provide a proper audio transition in and out. We suggest that you test the snap-in prior to delivery to make sure that the timecode that is provided on the slate is accurate, and that when snapped into the program, there is a seamless video/audio transition in and out that does not require video/audio manipulation or finessing in the edit room.

These snap-ins will be placed on the final master file following the generic credits and prior to the textless section of your master file. Please remember to provide a readable slate, with frame-accurate timecodes for placement. The snap-ins should be produced using the same specs that you use for the fully produced program. The snap-ins should deliver texted/textless, 12 channels of audio and closed captioned. The textless for the snap-ins should reside at the end of the textless sequences at the end of the file. A transcript of the snap-in content should reside at the end of the As Broadcast Script that is uploaded to Debut.

Please contact your Global Acquisitions representative if you have any questions about snap-ins, or to request a sample video of what this material looks like.

1.10 Timing Out Your Program

A timing sheet that matches the delivered program using native frame rate timecodes must be uploaded to Debut at the same time or in advance of delivery. The timing sheet must include frame-accurate timecode in and timecode out of each act, the length of each act and the total of the act lengths combined.

The commercial black between each program segments must be :01 (one second) in length.

Please note that each AETN brand has different timing/formatting requirements. Please consult with your Programming Coordinator to get the correct format/length for your program.

TPT (Total Program Time) consists of the sum of ONLY the actual program segment timings, including the keyed credits over the end of the program. Do NOT count the time/black between segments.

If your program is going to deliver short of the format length, you must contact your programming representative before final delivery.

Please respect 5:00 Act minimums noted on the individual timing format sheets provided.

Even if you are delivering your program in 23.98p, you are required to time-out your program in 29.97. Once your 23.98p program delivers to A+E, it will be converted to 29.97/59.94i drop-frame for broadcast purposes. (The original 23.98p program will be used for all other non-broadcast distribution). The broadcast logs are timed in drop-frame and whole seconds. In order for the broadcast logs to time-out properly, it is imperative that the 23.98p program you deliver not go over the proscribed format length when converted to 29.97 for broadcast. Please use the sample 23.98p timing sheet in section 1.11.2 to see how we recommend you time-out a 23.98p program.

1.10.1 Delivering Long/Short

If you are delivering long or short, even at the request of your AETN Programming Executive, you may not deliver your program to AETN until your Programming Executive approves both the content and timing of the program. A timing sheet must be delivered to your Programming Executive for the purposes of this approval.

It is also important to account for and budget for a second evergreen delivery if you are delivering a long or "enhanced" master.

1.11 Timing Sheets

Below is the Sample Timing Sheet that must be uploaded to Debut at the time of delivery. The timing sheet below is just a sample — it is imperative that you make sure that you have the correct format for specific show/series/network.

1.11.1 Sample 59.94 Timing Sheet

Series Title
Episode Title
Episode Number
Program ID

DF Timecode In	DF Timecode Out	Item	Length
1:00:00	1:10:30	SEGMENT 1	00:10:30
1:10:30	1:10:31	BREAK 1 (black)	00:00:01
1:10:31	1:17:34	SEGMENT 2	00:07:03
1:17:34	1:17:35	BREAK 2 (black)	00:00:01
1:17:35	1:24:50	SEGMENT 3	00:07:15
1:24:50	1:24:51	BREAK 3 (black)	00:00:01
1:24:51	1:31:27	SEGMENT 4	00:06:36
1:31:27	1:31:28	BREAK 4 (black)	00:00:01
1:31:28	1:36:50	SEGMENT 5	00:05:22
1:36:50	1:36:51	BREAK 5 (black)	00:00:01
1:36:51	1:43:05	SEGMENT 6	00:06:14
		TOTAL PROGRAM TIME	00:43:00

1.11.2 Sample 23.98 Timing Sheet

23.98 Timecode In	23.98 Timecode Out		Length	DF Conversion	DF Rounded up
01:00:00:00	01:10:12;16	SEGMENT 1	00:10:12;16	00:10:13;08	00:10:14
01:10:12;17	01:10:13;17	BREAK 1 (black)	00:00:01;00		
01:10:13;18	01:16:10;18	SEGMENT 2	00:05:57;00	00:05:57;10	00:05:58
01:16:10;19	01:16:11;19	BREAK 2 (black)	00:00:01;00		
01:16:10;20	01:23:05;05	SEGMENT 3	00:06:54;09	00:06:54:23	00:06:55
01:23:05;06	01:23:06;06	BREAK 3 (black)	00:00:01;00		
01:23:06;07	01:30:10;10	SEGMENT 4	00:07:04;02	00:07:04;16	00:07:05
01:30:10;11	01:30:11;11	BREAK 4 (black)	00:00:01;00		
01:30:11;12	01:35:01;08	SEGMENT 5	00:04:49;20	00:04:50;03	00:04:51
01:35:01;09	01:35:02;09	BREAK 5 (black)	00:00:01;00		
01:35:02;10	01:42:58;07	SEGMENT 6	00:07:55;21	00:07:56:10	00:07:57
		TPT in 23.98	**00:42:54:09**	**TPT in 29.97/DF**	**00:43:00**

1.12 Aspect Ratio, Action and Title Safety

All program assets must deliver in full frame 16:9. If elements within the HD program must be presented as letterboxed (2.35:1, etc.), then you must receive written authorization from your programming representative and notify your Global Acquisition Services representative before final delivery to determine best practices for handling this footage to meet global requirements.

It is important that the picture fill the entire 16:9 frame. All lines of video on both left and right must be accounted for, and if not filled completely, will be subject to technical failure.

AETN defines HD **safe action area** as a rectangle that is 90% of the width and the height of the production aperture.

AETN HD **safe title area** is defined as a rectangle that is 80% of the width and 90% (for letterbox down-converted content) of the height of the production aperture. Text contained in all graphics must not exceed the safe title area. Text should be fully contained within the title safe area, including any "dangling" letters like g, j, p and y.

1.12.1 Bug Clearance

AETN requires that all text and pertinent graphics remain clear of the network-specific branding space in the lower right corner of each program. Your programming representative will provide

you with a JPEG of how the current bug exists (in the lower right corner) within the picture frame to use as a guide during the editing process. We do not supply network bugs to our program suppliers.

Please do not apply any network bugs to the content delivered to AETN.

It is strongly recommended that all in-show titles/fonts appear justified left in the picture to avoid any branding or promotional graphics applied in the lower right corner during broadcast.

1.12.2 Rating and CC Icon Clearance

The upper 20% of the first :20 seconds of each program segment must be clear of all text or other elements that may interfere with the program rating and/or captioning notices. These notices are keyed in during broadcast.

1.13 Font Licensing and Technical Requirements

The production company or program supplier is responsible for acquiring all necessary licenses for all fonts used when creating a program for AETN. All fonts must be created within AETN gamut and luminance level specifications as noted in section II (Video Engineering Specifications).

AETN recommends that all producers email a texted frame grab of their program graphics and end credits to their programming coordinators to obtain text size approvals before finalizing their programs.

All fonts must be licensed (no free fonts are permitted). Please include details in your rights bible and graphics log or style guide, about all fonts used in the program along with sizes and chroma/luminance specifications to facilitate international relanguaging.

1.14 Graphics Resolution, Scanning and Field Dominance

Graphics should be created using the highest resolution your NLE timeline permits and should match the line and frame rate of your production timeline. If you are producing in 23.98 or 25p, using progressive scan for your graphics is recommended to avoid field dominance issues in post and formatting. If your production is using an interlaced timeline, the upper field should be dominant.

1.15 CG and/or Green Screen Compositions and Text

If you are creating a full or partial "virtual" environment using CG and/or green screen technology, keep in mind that the textless delivery must include all virtual characters, objects and sets, but must not include any text, numbers or units of measure.

Be aware of and avoid any green screen problems caused by clothing and/or reflections from glasses, jewelry or other accessories, and make certain that your composited footage does not contain matte errors.

Graphics should match the line and frame rate as the interview or B-roll footage with which they will be composited. For example, green screen backgrounds to be combined with a 1080p/23.98 interview should also be created in 1080p/23.98.

1.16 Textless Graphics

All graphics **must** have a textless version created. Please note that we define textless as follows: without words (in any language), numbers, abbreviations or graphic mattes/backplates of any kind. This includes (but is not limited to) maps, charts, diagrams, timelines and recreations of manuscripts or documents. Please see section 1.16.2 regarding textless requirements for more information.

1.16.1 Graphic Elements

A graphics package associated with your program, series or season must be delivered per the list of deliverables in section 1.17.

All lower third backgrounds, graphic mattes/backplates and other elements and their associated alpha channels must be provided in a graphics package that is created specifically for your series or special and labeled "PROGRAM X Graphics Package." If your program consists of one single episode, i.e. a special or documentary, you may place these elements at the tail end of the master file. If a special program logo has been created, this should be included as a separate element, both texted and textless.

The graphics delivery will be accounted for as a required deliverable within Debut and you will be required to upload a log via Debut detailing all of the elements included in the graphics delivery as well as documentation regarding fonts and sizes used within the program. Do not deliver any graphics until you are provided with the graphic delivery technical specifications and instructions for file-based delivery via Media Shuttle. This deliverable is required even if the graphics are created by or commissioned by AETN.

In order to facilitate seamless international relanguaging, we require that textless versions of customized graphics, including backplates and other created elements, be included within the graphics package.

The following elements are required in the graphics package. Graphics should be created and delivered in the same frame rate as the master files. In addition, all graphics must be cleared for all media, worldwide, in perpetuity and for all international locally-produced versions of the series or special.

- Graphics one sheet or style guide listing all graphics included and how they should be used.
- After Effects or other graphics project or toolkit (if applicable) for **all** graphics made for the series.
- The version of After Effects and any plug-ins used should be included in the style guide.
    - If graphics are created in NLE during edit please provide instructions to re-create.
- Keyable textless versions of **all** graphics that contain text. QuickTimes that include an alpha channel.

- Font information for all fonts used, including size and style should be provided in the style guide. Please note: If you commission a proprietary font that is specifically made for your series, that font needs to be cleared for all media, worldwide, in perpetuity and for all International locally-produced versions of the series or special.

Graphics should include, but are not limited to, the following:
1. Animated show opens/opening title sequences
2. Animated or stationary lower thirds
3. Maps
4. Animated Graphic transitions
5. Score Boards

Each graphic element/bumper/open is typically composed of several layers. Please instruct your graphics vendor to deliver each graphic with the individual layers, as well as the composited version, fully textless. In some cases, for the purposes of relanguaging and foreign customization, we want to provide the individual foreign territories maximum flexibility on how they might choose to customize the program as well as the graphics. They may choose not to use the composited version, but an earlier layer. In the sample below, the underlying beige background may be used, or the beige background with just the photo, but not the prom ticket or the post-it. Or they may want to use the prom ticket and/or the post-it, but without text.

There may also be graphic elements that have been created "on the fly" in your edit room, or within an in-studio production. For the purposes of relanguaging, these elements will still have to be delivered to AETN in the graphics package, even if your graphics vendor did not originally create them.

1.16.2 Textless Materials

Textless materials must be **completely free of all text,** words or letters (in any language), numbers, abbreviations, units of measure, dates/times, lower thirds, fonts or graphic mattes/backplates of any kind. Clean versions of all footage must be included within the textless delivery — do not leave a black hole in lieu of textless graphics or footage. This specification includes but is not limited to program titles and show opens, graphics, maps, charts, timelines, lower thirds/straps, graphic backplates and **any** other texted elements within your program.

Footage of newspapers, street signs, etc., or other shots containing embedded text are, of course, exempt from this restriction. However, if print materials (headlines, text) are superimposed on top of video as an additional layer, they should be removed in the textless delivery.

Textless materials containing text or backplate graphics will fail Technical Evaluation.

1.16.3 Created Maps and Charts

All created maps, charts, etc. must be created and provided **clean of text and backplates** within the textless materials. This is required for all original or third-party acquired elements. If you are acquiring maps/graphics from a third-party seller, you must also acquire the textless version of that graphic or commission the creation of a textless version of that graphic. An alternate method for providing textless elements is to digitally/graphically remove text by masking and filling in color/texture. We expect best efforts are employed by the supplier to be able to provide textless elements. The only possible exemption from this requirement is if your map/chart is truly archival printed material and is being scanned for use in your program. But even then, it may be possible to use a digital mask/fill to create a textless version of the element that can be provided within the textless section of your program. It is important to **completely remove all text** from maps to allow for proper relanguaging for countries that use different languages and spellings. This applies to all maps, including those used for texture/background.

Example: texted maps with backplates and superimposed newspaper headlines

1.16.4 Created Graphics, Text and Backplates

If you are creating or receiving any text, backplates or animated graphics with text, including, but not limited to, layers with text in the background, floating words, newspaper headlines, phrases, etc., textless versions must be created and delivered to facilitate international repurposing in non-English speaking countries. Be aware that Asian territories may add text

vertically rather than horizontally and German words can be much longer than the space allotted in the original English backplate.

Examples: the circled items below are backplates, and must be removed on textless deliverables
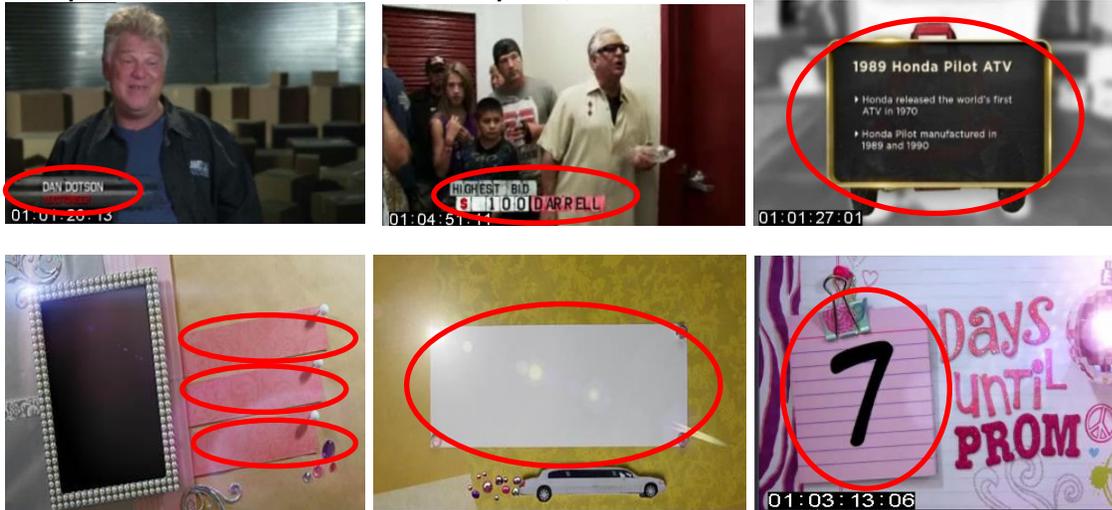
1.16.5 Textless Responsibility

In cases where AETN supplies a graphics package, you must proactively request a completely textless version of those materials for placement within the textless deliverables with the program provided. This is of particular importance in regard to the opening title sequence. Do not assume that textless materials will be supplied without follow-up on your part.

1.16.6 Textless Show Opens

Both a **textless** and a texted version of a show open is required, regardless of whether the open is commissioned from an external graphics house or created internally at AETN.

Example: relanguaged show opens created using textless graphic elements

1.16.7 Textless Sequence on the File Delivery

Please reach out to your Global Acquisitions Representative to request a sample of the textless log that must be delivered via Debut at the same time as the media file upload. Please name the document: ProgramID_PawnStars_ ep325_Textless Log. The textless sequence should be created as follows:

1. Textless elements should appear :10 seconds after the generic white over black credits.
2. The textless section should begin and end with a slate.
3. There should be no black in between individual textless clips within the same program segment. Please include :02 seconds of black between each Segment/Act in the textless section.
4. If there is less than :30 seconds between textless clips, you should combine them into one sequence. Please take every opportunity to consolidate and combine textless elements into one textless sequence/chunk, especially in the case of subtitles.
5. If you have subtitles in your program, do not note each page of subtitles as a separate item or note all lines of text. Provide the entire sequence as one chunk of textless and note the first line and last line of text as reference.
6. Each textless clip must include the entire sequence from/to the previous/next cut point, plus the :02 seconds of pad on either side of the clip.
7. The timecodes provided on the log should include the entire section that has been provided, including the :02 second pad, not just the timecode of the actual text.
8. The textless sequence must include reference audio: two channels full-mix stereo left/right.
9. Textless should be provided for all teases and all textless elements described in this section of the deliverables packet, including the show open.
10. Include in the textless sequence anything that would typically have been included on a separate textless version, e.g. unblurred profanity/nudity. Blurs applied to the texted version for legal reasons should not appear unblurred in the textless sequence.
11. If text resides over black, don't include the black in the textless sequence, but please note the timecodes and the actual text within the document.

1.17 Media Deliverables

Final broadcast deliverables are to be delivered as files via Aspera to the Stamford Technical Operation Center. Aspera On-boarding and testing may be required prior to final delivery if your post-facility has not already been on-boarded for file delivery to A+E. Please contact your Global Acquisitions Representative to begin the on-boarding process at least three weeks in advance of final delivery if you have not already been on-boarded.

The specific process of naming your file prior to upload, is of the utmost importance to facilitate automation upon arrival at the A+E TOC. File naming (and metadata delivery) should be handled by the program supplier within Debut, utilizing pre-populated fields. See item 2 below.

Deliverables:
1. One ProRes 422 HQ file (section 1.17.1) delivered via Aspera for each program/episode (or version of a program/episode). Each file must include texted program, 12 channels of audio, closed captions, snap-ins (section 1.10) textless sequences at tail.
2. Metadata will be delivered via Debut. Training for Debut file naming and metadata delivery will be handled by your Global Acquisitions Representative.
3. Textless log (section 1.16.7) and timing sheet to be delivered via Debut either prior to or at the same time as the media delivery.
4. Timecoded As Broadcast Script, including snap-ins and suggested edit notes (section 4.2/4.3) to be uploaded to Debut at the time of the program delivery.
5. Graphics package delivered via Media Shuttle (See Section 1.16.1) – Log uploaded to Debut.
6. Original music (See Section XII).
7. Box.com upload of low resolution version of the final delivered program (see Section IV).
8. Original Shoot/archive materials (See Section 10) are not expected until full delivery of the series is complete and QC approved. Do not deliver anything until discussed with the Media Resources Dept.

A low resolution file of the final delivered master is expected to be uploaded to Box.com at the same time or in advance of the final broadcast deliverables. Contact your Programming Coordinator for upload instructions. See file specs in section 4.1.

The final script that matches the timecode of the final delivered master must be uploaded to debut at the time of the final media file upload.

1.17.1 File Delivery Specifications

Type: Apple ProRes 422 HQ

Resolution: 1920x1080

Video Compression Codec: ProRes

Container: QT

Frame Rate: (Must be Native frame-rate) 59.94i or 23.98PsF or 25PsF or 50i

Frames Per Second: 30000/1001 = 29.970 (59.94i) or 24000/1001 = 23.976 (23.976PsF) or 25.000 (25PsF/50i)

Bitrate: 220 Mbps (59.94i) or 175 Mbps (23.98p) or 185 Mbps (25p/50i)

Bit Depth: 10

Audio: PCM

Audio Sample Rate: 48kHz

Audio Bitrate: 24bit

Audio Configuration: One mono audio stream per channel

Closed Captioning Location: QuickTime caption track, both 608 and 708 compliant

One texted, closed captioned 12 audio tracks, textless at tail:
        Channels 1 & 2: Stereo Full-mix Left/Right
        Channels 3 & 4: Stereo M&E Left/Right (undipped)
        Channel 5: Isolated Dialogue (undipped)
        Channels 6 & 7 Stereo SFX/SOT Left/Right (undipped)
        Channels 8 & 9 Stereo MED Left/Right (mix minus narration)
        Channels 10 & 11: Stereo Music Left/Right (undipped)
        Channel 12: Narration
        Channels 13 & 14: Video Description (if requested) (see section 3.12)

If the text within your program exceeds 75% of the total program time (approx. 30 minutes in a 43:00 program), then you will be expected to provide a full textless program attached to the end of the texted file. The end of the file should be sequenced as follows with :10 seconds of black in between: Texted content/White over black generic credits/snap-ins/textless sequence or textless program.

You must deliver a textless log via Debut at the same time as program file delivery. This textless log will note the timecodes of the text within the texted portion of the program and the timecodes of the matching textless sequence at the end of the file. Instructions and a textless log sample will be provided to you by the Global Acquisitions team.

Please include bars/tone and slate for each media file delivered using the same header build as if you were delivering tape. See header instructions in section 2.1.

1.17.2 Slates

Network = The programming service for which the program/series is initially intended (A&E, HISTORY, FYI, CI, HCE, MHC, LT, LMN, LRW)
Program ID # = assigned by AETN (check with Program Coordinator or *Debut*)
Series Title = Series title if program is part of an episodic series (i.e. – Dog the Bounty Hunter, Swamp People, etc.)
Episode Title = Title for the specific episode
Episode # = Number of the specific episode in series
Standard = Lines of resolution/frame rate (1080p/23.98 or 1080i/59.94, etc.)
Aspect Ratio = 16:9
Captioning = yes or no
Supplier = The name of the supplying production company (not the post facility or duplication/cc vendor)
Ch 1 – 12 = audio channel allocations (i.e. – SFM, M&E, MED, DIA, FX, etc.)
Timecode of Snap-ins and Textless
TRT – Total Record Time on the file
Example:
A&E
Program ID # 38943
Dog The Bounty Hunter/ "Save the Dogs"
Episode 120
23.98p
Channel 1 SFM L, Channel 2 SFM R, Channel 3 M&E L, Channel 4 M&E R
Fullscreen 16:9
CC: Yes
Hybrid Films
Snap-ins at 1:43:30
Textless at 1:45:00
TRT – 1:57:00

1.17.3 End of File Sequencing

1. End of program (with keyed credits over the last :20 to :30 seconds over program content)
2. :10 seconds black
3. Generic credits (white titles over black, in the same position, font, format)
4. :10 seconds black
5. Snap-ins with slate(s) indicating timecode for inserting additional content (see section 1.10)
6. :10 seconds black
7. Textless sequences begin with slate and ends with slate (end of textless)

II. VIDEO ENGINEERING SPECIFICATIONS

2.1 File Leader Information

LEADER REFERENCE SIGNALS				
Video Description	**Timecode IN**	**Timecode OUT**	**Duration**	**Audio**
Color Bars	0:58:40	0:59:40	0:01:00	1Khz Ref. Tone - All channels equal to 20dB below full scale
Black	0:59:40	0:59:45	0:00:05	None
Program Slate	0:59:45	0:59:55	0:00:10	None
Black	0:59:55	01:00:00	0:00:05	None
Program Start	1:00:00	TBD	TBD	Program Audio

2.2 Bars & Tone

- All files must have :60 seconds of HD (100% Chrominance) color bars
- The HD test signal should have an accompanying 1000 Hertz Tone. These must be recorded from a Digital Test Signal Generator.
- The Tone must be at operating level, 20dB down from full scale on the front panel digital audio meters. This reference, if fed into an analog VU meter, would register 0 VU.
- The audio signal to noise relative to the test tone measured off tape must be at least 70dB.
- Relative polarity of stereo audio signals must be such that any monophonic component of the audio program will have the same polarity in both channels, per SMPTE RP 148.

2.3 Program Video Levels

- HD Bit depth of ProResHQ file is 10 bits.
- The Program video must conform to video level, sync, blanking width, weighted signal to noise ratios and general quality seen in the Bars test signal.
- Excessive clipping via legalizers or other timeline tools should be minimized in order to preserve image detail. AETN recommends video levels be adjusted during NLE ingest.
- Black or dark images should not be clipped and should reproduce picture detail over their entire range.

2.4 Video Luminance (White) Level

- The HD video must not exceed a level of 700mV when reproducing white on a Digital Waveform Monitor.

2.5 Set-Up (Black) Level

- The video level must not be less than 0mV when reproducing a pure black scene or pure black area within the overall picture.

- Black level voltages should not be clipped and should reproduce picture detail over the entire range, down to 0mV.

2.6 Chrominance
- HD is measured using 100% scale.
- On a Digital Waveform a fully saturated high chroma scene within the overall picture detail must not cause either of the two color difference signals to fall below 0mV(HD) or 700mV(HD) when measured at 350mV offset.

2.7 Gamut
- All colors must be legal and valid in the digital domain.
- A diamond arrow display should be used to detect illegal gamut levels.
- All green, blue or red signals should lie inside the range of -10mV and 720mV.

III. AUDIO SPECIFICATIONS AND MIXING

3.1 Audio Allocations for Program Masters
The one delivered file should have the following audio configuration:
1. Stereo Full Mix Left
2. Stereo Full Mix Right
3. Stereo Music & Effects Left (undipped)
4. Stereo Music & Effects Right (undipped)
5. Mono Dialogue (undipped)
6. Stereo Effects/SOT/Nat Sound/B-roll Left
7. Stereo Effects/SOT/Nat Sound/B-roll Right
8. Stereo Music, Effect & Dialogue (MED or Mix Minus Narration) Left (dipped for narration)
9. Stereo Music, Effects & Dialogue (MED or Mix Minus Narration) Right (dipped for narration)
10. Stereo Music Left (undipped)
11. Stereo Music right (undipped)
12. Mono Narration
13. Video Description stereo left (if required)
14. Video Description stereo right (if required)

When applicable and following discussions with your Global Acquisitions representative, TV/Film Clips (archival dialogue) may be requested as an additional track and should be recorded at full level, even if they dip in volume on the Full Mix.

Archival Dialogue will likely be requested to be separated out, onto channel 13 & 14, if the specific project will include a large abundance of this type of dialogue. And, if this is requested, those tracks should not be mixed with the M&E (Channel 3 & 4) and should not also reside on the Effect track (Channel 6 & 7)

Additional audio tracks (up to 16) may be requested on the file or may specifically be requested as .wav files.

Please use the following naming convention for your audio .wav files:
Series_Episode #_Title_TrackDescription.wav.

3.2 Audio .wav files – (not required, but may be requested)
24 bit/48Khz Broadcast .wav files may be requested. Special Media Shuttle delivery instructions will be provided for delivery

3.3 International Audio Formatting
In order to properly create a new relanguaged full mix track masters for international broadcast, all ticks and pops must be eliminated before dubbing and mixing can occur. Best practice to eliminate ticks and pops is to apply a 2-frame dissolve centered at the edit point to soften a hard cut.

3.4 Music, Effects & Dialog (ME&D), also known as Mix Minus Narration
These stereo tracks should contain **all** audio except narration/voiceover. Please maintain full mix levels **with** dips for narration and translations to enable quick, seamless re-voicing, requiring only the addition of a new narration track.

3.5 Music & Effects (M&E)
Music & Effects (M&E) tracks should contain **all** audio **except** for narration, dialogue/interview bites and story-critical reenactment dialogue. This includes: sound effects and SOT/NAT sound/B-roll audio, non-story-critical reenactment audio, archival film and television clips.

M&E Should Include:	M&E Should NOT Include:
Stereo Music with Clean Fades	Narration
Effects, Sot/Nat Sound & B-Roll Audio	On-Camera Interviews (All Languages)
Archive TV/Film Clips	Location Dialogue (All Languages)
Non Story-Critical Reenactments	Story-Critical Reenactments

M&E tracks must be undipped for narration and dialogue; in all other ways, the levels must remain the same as in the stereo full mix. This requirement is defined as removing dips in the audio timeline and does not indicate or require a complete remix of these tracks. Undipped M&E must not be created by averaging out the levels between the music and effects. This technique can cause music levels that are too low and effects that are too hot, or vice versa, and will be subject to failure. M&E tracks must have clean fades on music stems; hard cut stems are not acceptable.

Undipped M&E tracks are needed for international relanguaging, as the length of dubbed narration and dialogue will vary from the original English. It often takes longer to say something in Spanish than English (by as much as :03 to :05 seconds). Undipped M&E will provide

maximum flexibility to create the best possible final mix for audio technicians in other countries.

3.5.1 Fully Filled M&E

For Documentary Programs that include Dramatic Re-creations, a Fully-Filled M&E is required. If your program contains dramatic recreations, you need to foley/recreate sound effects in a manner identical to the standard scripted content process. For clarity: For any effect recorded during dialogue (in-camera) that cannot be included in the Effects track and mixed with the Music & Effects track, you must recreate that effect in an audio session in order to Fully Fill the M&E track for each 'dramatic' (i.e., recreation) scene. A Fully Filled M&E track during dramatic scenes will facilitate proper and effective localization in foreign markets.

3.6 Isolated Music

Isolated music tracks must be undipped for narration, dialogue and effects/SOT; in all other ways, the levels must remain the same as in the stereo full mix. This requirement is defined as removing dips in the audio timeline and does not indicate or require a complete remix of these tracks. Music tracks must have clean fades on music stems; hard cut stems are not acceptable. Note that all music on the isolated music tracks must be stereo — please refer to section 3.10 regarding stereo requirements for additional information.

3.7 Isolated Dialogue/Narration

The dialogue track should contain on-camera interviews, location dialogue in reality-based programming, and story-critical reenactment dialogue.

Dialogue does **not** necessarily include all instances of spoken language. Audio tracks used as texture or background in a scene rather than as a story-driver are considered B-roll audio or NAT SOUND and should be included in the M&E and isolated effects tracks, not the isolated dialogue tracks. Examples include police radio chatter, rocket launch countdowns, movie clips, B-roll of people walking and talking, etc.

Do not overlap B-roll audio on top of interview dialogue on the isolated dialogue track. Overlapping audio of this nature causes complications with relanguaging and will subject your audio to technical rejection. Rule of thumb: "When in doubt, split it out."

You must supply the native language for all interview dialogue. Include each interview bite in its entirety with any dips for translation removed; bites should not be cut short to better match the length of the translation. Voiceover translations should only appear on the stereo full mix and the isolated narration tracks.

Narration (Channel 12) and dialogue (Channel 5) should be split out on their respective tracks. Traditional story narration, voiceover and all "thought dialogue" should be isolated on the narration track.

If an individual/character's voice is used both on camera and as narrator/voiceover within the program, the only time that narration/voiceover should reside on the narration track is when it's

completely unassociated with any previous or following on-camera dialogue. If a character/individual who appears on camera is also used as voiceover for bumpers or show open, only those specific instances should be considered narration.

Archival footage becomes primary dialogue when it is the story driver for any given scene. Story-critical archival/reenactments will go on the dialogue track.

See Section 3.1 regarding the possibility of requiring the separation of archival dialogue on additional channels, which should not to be also mixed with the SFX track or M&E track.

Please contact your Global Acquisitions representative if you need further clarification.

3.7.1 Isolated SFX Track

The isolated SFX tracks (Channel 6/7) are an exact mirror of the M&E tracks minus the music and should be treated in the same manner as the M&E in terms of levels, clean fades and being undipped around dialogue and voiceover/narration. The SFX track should contain:

- All hard and soft mono/stereo sound design elements
- Ambient/room tone sound fills
- All non-essential or secondary background dialogue
- B-roll
- Nat sound and SOT
- Foley (door slams, clothing movement, footsteps)
- Non-essential background recreations (laughs, coughs, sneezes, human grunts)
- Non-essential archival footage/flashback footage

All of the above sound elements should be managed to the SFX track on channels 6 and 7, undipped. All elements must be completely edited and have clean fades that play smooth without any pops, clicks or distracting drop-outs due to hard edits without proper fades.

See Section 3.1 regarding the possibility of requiring the separation of archival dialogue on additional channels, which should not to be also mixed with the SFX track or M&E track.

Please contact your Global Acquisitions representative if you need further clarification.

3.8 Non-English Dialogue or Foreign Language Interviews

For all non-English dialogue, you must supply the native language, **not** the English translation. Be sure to include each interview bite in its entirety; do not cut the bites short to match the length of the English translation. Do **not** include the English translation over the native language, and do **not** dip the audio where the English translation used to be.

English translations of native language interviews should only appear on the stereo full mix and the isolated narration track. Most international clients will not use the English translation. Instead, they broadcast the original interview in the native language, then subtitle or add their own dubbed translation over it. For example, a Latin American channel prefers to air a program with Latin American interviewees speaking their native Spanish. An Italian channel would air

that same interview in the native Spanish, and subtitle or dub it into Italian. To accommodate this requirement, the native language interview must be isolated and undipped on the dialogue track.

3.9 Profane Language

Due to network Standards and Practices (S&P) restrictions, profanity should be CENSORED (bleeped or silenced) on the stereo full mix and stereo ME&D tracks unless otherwise approved by your Programming Executive in writing.

Countries outside the U.S. have varying S&P standards and may choose to either leave or remove the profanity themselves. Therefore, profane language should be provided UNCENSORED on the isolated dialogue track (and M&E if applicable). To accommodate international relanguaging, all censorship (audio dips or bleeps) should be removed from all tracks other than the stereo full mix and ME&D. This includes profanity in Archive/Film&TV clips and B-roll audio. Please do **not** include censorship bleeps as special effects on the M&E or effects tracks; this will result in a request to redeliver without the bleeps.

3.9.1 S&P Review

All episodes of a series will be evaluated by A&E's Standards & Practices department at the fine cut stage for context and subject matter. If you have not received S&P notes on your fine cut, please reach out to the coordinator on your project to have the program reviewed asap. You will not be able to lock without S&P review.

Profanity can be bleeped, audio dropped, or replaced with nat sound. In dialogue-heavy programs, please avoid excessive bleeping within an individual scene and instead use a combination of these methods to mask audio. There should be no bleeping on the textless master.

Blurring will be considered on a case by case basis, but in general, the following should most likely be blurred: nudity, license plates, ID cards, phone numbers, faces of children, and in some cases, products and logos/branding. In the case of hosted programs, talent should avoid wearing branded apparel where corporate and/or other proprietary logos are visible.

3.10 Stereo Tracks and Mono Compatibility

All music must be stereo — **mono tracks are not acceptable**. If you are using a music track produced in mono, you must use a pseudo stereo process in order to make it stereo.
Sound effects may be mono on the isolated tracks, but must be stereo on the stereo tracks.

Additionally, music must be stereo on the M&E, ME&D and Music tracks in order to comply with broadcast regulations in some of our global territories. This applies to all music, regardless of the format of the source recording.

All stereo audio must be fully mono compatible, so that when the left and right channels are summed to mono, there is no discernible difference in audio level, fidelity or quality of sound. Audio must also remain in phase at all times.

3.11 Program Audio Levels and Loudness

Peaks: Peak audio levels on any track (2.0 stereo or 5.1) must not exceed -2dBFS when measured using a professional Broadcast/Production True Peak meter compliant with ITU-R BS.1770-3. Measurement methods should be consistent with the procedures listed in current revision of ATSC-A/85. Normal level dialogue should typically produce peaks between -14 and -8 dBFS. Production partners should only use audio peak levels above -6 dBFS in short durations of the program and only when needed for impact or emphasis in the audio mix. AETN reserves the right to either reject or correct audio levels that are not consistent with this specification.

Loudness: The full stereo mix tracks of the program must have an average loudness level of -24 LKFS (+/- 2dB), as measured using a meter compliant with ITU-R BS.1770-3. The required method of reporting dialogue level needs to be taken using the long-term integrated (or average) loudness of the full program mix of the content over the entire duration.

Please be advised that program audio loudness and peak levels may be automatically conformed during broadcast transmission to ensure that loudness levels are in compliance, as well as to protect against distortion throughout the distribution chain.

3.11.1 Program Audio Dynamic Range

Take care when mixing the tracks to ensure the finished product is compatible with the considerably narrower dynamic range imposed by various distribution systems. Particular attention should be paid to the narration and dialogue tracks to ensure that the main narration or dialogue content remains clearly and easily audible.

A -10dB separation must be maintained between the M&E and the primary narration or dialogue in order to avoid a "hot mix," where the narration or dialogue is drowned out or "fights" the M&E. Even with a -10dB separation, hot mixes may also occur due to similarities in tonal frequency between the narrator or interview dialogue and a musical element or phrase. Please make sure the M&E and narration/dialogue do not fight, especially during action sequences with a wide dynamic range such as reenactments, gun and sword battles, cannons, thunder, lightning, etc. Hot mix shows will be rejected and sent back to you for remixing.

3.12 Surround Sound Mixes

(*Not required for non-scripted content unless specifically agreed upon)

If a 5.1 Surround mix has been commissioned, please provide the audio configuration listed below. If you are providing 5.1, you may be required to provide additional stems (24bit/48Khz Broadcast .wav files), timecode stamped matching the native frame rate deliverable. For 24bit/48Khzbroadcast.wav files.

If .wav files are requested, Media Shuttle delivery instructions will be provided

1. Full Mix Stereo Left	7. Center (5.1)
2. Full Mix Stereo Right	8. Low Frequency Effects (LFE) 5.1
3. M&E Left (undipped)	9. Left Surround (Rear) 5.1
4. M&E Right (undipped)	10. Right Surround (Rear) 5.1
5. Left Front 5.1	11. Isolated Dialogue
6. Right Front 5.1	12. Mono Effects

2.0 AUDIO SPLIT TRACKS
24-bit 48 kHz timecoded broadcast .wav files (Numbers 5 and 8 may not be applicable to your project.)
1. Stereo Full Mix L/R
2. Stereo Music&Effects (M&E) L/R (**undipped)**
3. Stereo Music L/R
4. Effects and B-roll Audio L/R (mono if not available in stereo)
5. Archive TV/Film Clips L/R (when applicable) (mono if not available in stereo)
6. Dialogue & Actor Vocals (SOT) L/R (mono if not available in stereo)
7. Stereo Music, Effects & Dialogue (Full Mix Minus Narration) L/R (when applicable)
8. Narration L/R (when applicable) (mono if not available in stereo)

5.1 Stems
5.1 Printmaster
5.1 M&E (**dipped**)
5.1 Effects
5.1 Music
5.1 Dialogue
5.1 Optional, including items that are not included in the M&E that may need to be relanguaged, e.g. heavy breathing, crying, whimpering, laughter, singing, walla.

3.13 Video Description

Depending on the network you are producing for, you may be asked to deliver your program with video description (also known as audio description) for the visually impaired. The video description tracks must be fully mixed with the final version of the stereo mix prior to delivery of the media file to A+E. The Video Description SFM Left/Right should reside on channels 13 and 14 of the final delivered ProRes422HQ media file. A+E will provide you with a list of approved video description vendors to choose from. Global Acquisition Services must approve your vendor and pricing prior to final selection and will want to discuss your video description workflow. We typically recommend that you work with the same vendor for both closed captioning and video description.

IV. ROUGH CUTS AND SCRIPTS

4.1 Rough Cuts/Fine Cuts/Locked Cuts Specs

(A Timing sheet must accompany each of the cuts delivering to your programming executive)

Container: MP4

Profile/Level: Main @ (Level: no lower than 2, no higher than 4)

Codec: H.264

Total Bitrate: 700-1500kbps CBR or VBR

Aspect Ratio: same as source

Frame Rate: same as source

Audio: AAC, 48kHz, 16bit, 2-channnel Stereo

4.2 As Broadcast Script (ABS)

All final scripts must be provided as a word document and consist of FULL TRANSCRIPTION AND ASSOCIATED TIMECODES of the final, finished program. The script must be delivered (by being uploaded in Debut) at the same time as the first delivery of the program master file. The script must adhere to the following guidelines:

1. Must be uploaded to Debut at the time of the program delivery
2. **Must be named appropriately – Program ID_Series Name_episode number and/or title_ (version if more than one)_date.**
3. Delivery in word .doc format
4. All spoken language must be transcribed, including foreign languages
5. Any dialogue from archival footage (including TV clips, news clips, old movie clips) must be transcribed
6. All characters must be accurately identified by name
7. All songs and chants must be fully transcribed
8. Script must include timecode and match the timecode of the final delivered master
9. Script must include snap-in material

Do **not** upload anything to Debut but the final script that matches the final delivered program. If you want to provide a script that matches the rough-cut or fine-cut, please deliver it via email to your Programming Executive or Coordinator.

Generic descriptions such as "SOT" or "Interview Bite" are not acceptable. Non-verbatim scripts will be sent back to you for revision. Closed captioning file transcripts are not acceptable. These scripts must be uploaded to Debut **when the broadcast master is delivered** and will be approved by your Programming Coordinator.

4.2.1 Scripts/Cuts for Global Tentpoles

If a program is deemed a global tentpole, it may be necessary to facilitate the relanguaging process before the final program delivery. AETN may request rough-cuts, fine-cuts and/or locked cuts to be delivered to the international distribution team, along with matching timecoded transcripts, so that translations, casting and recordings can be arranged in advance of the final delivery.

4.3 Cutdown Preferences/Suggested Cuts

At the end of your submitted script, please provide a list of items that can be cut if it's necessary to shorten your program. Please note IN and OUT timecodes for :120 seconds to be cut from your half-hour programs, :180 seconds from one-hour programs and :240 seconds from two-hour programs. These cutdown notes must be provided immediately upon delivery of the broadcast master.

V. ADVANCE MARKETING/PROMOTIONAL MATERIALS

Prior to final delivery of the air master broadcast materials, you may be required to deliver promo selects directly to the Marketing Department for the purposes of promo creation if the delivery of final broadcast master has not been provided in enough time prior to the airdate to create promos, as determined by the Marketing department. These separate deliverables to the Marketing Department are not to be handled in the same way as the Aspera deliveries to the Stamford TOC for final broadcast.

Initially you may be asked to provide low resolution screeners of the locked cut/fine cut/rough cut of your content so that specific selections can be made. The technical specs for the low resolution media are: 1920x1080, H264 QuickTime, with accurate reference timecode. This content will be delivered to a Box Account per the Marketing Representative's instructions.

Marketing Representatives for low resolution screener delivery:
- History: Lawrence Foppiano
- A&E: Sydney Charvat
- Lifetime/LMN: Maryam Riazian
- FYI: Jeanette Rudnicki

File-based delivery of the high resolution media specifically for "promotional use only" in advance of the final broadcast delivery should be worked out with the Production Operations team on a case-by-case basis.

Under **no** circumstances should high resolution media delivery be coordinated directly with marketing producers. Please always contact the Production Media Operations team when it is time to manage the receipt of the high resolution assets.

Production Media Operations: ProdOps_TechOps@aenetworks.com

Maritza Soto	Kevin Tobin
Sr. Manager, Technical Operations	Sr. Director, Production Operations
Maritza.Soto@aenetworks.com	Kevin.Tobin@aenetworks.com

High Res File Delivery Specifications for Promo Only, Non-Scripted Content
All incoming media must follow these technical specifications and delivery must be coordinated and approved, prior to the production, with Production Operations.

All Video Must be Textless
Audio Assignments:
       Channel 1: VO/Dialogue
       Channel 2: SFX
       Channels 3 & 4: Stereo M&E Left/Right (undipped)

Type: Apple ProRes 422 HQ
Aspect Ratio: 1920x1080

Video Compression Codec: ProRes
Container: QT
Frame Rate: <u>Must be Native</u>- 59.94i or 23.98p
Bitrate: 220 Mbps (59.94i) or 175 Mbps (23.98p)
Audio: PCM
Audio Sample Rate: 48kHz
Audio Bitrate: 24bit

VI. PHOTOGRAPHS

In order to effectively promote your program, you are required to provide photos following these guidelines.

For All A+E Networks, deliver the following photo materials to:
Ivana Stojkov Photo Acquisition Coordinator
A&E Television Networks LLC
235 East 45TH Street, NY, NY 10017
Email: Ivana.Stojkov@aenetworks.com
212-857-6018

6.1 Photo Delivery Timeline

Promotional photography should be sent at least one month prior to program airdate.

6.2 Image Content

- Images should be related to the main storyline/theme of each episode and include dynamic action shots. Show all subjects in context of the episode. Fly-on-the-wall photos depicting a moment in time work best for all teams.
- Feature main talent as much as possible. Guest stars and secondary characters also need to be captured, but it's best if main characters can be included with them.
- **<u>Images should be delivered approved by talent and your internal legal team. Please alert the photo team as to which talent have approval so that they are aware</u>**.
- Faces should be visible and include a mixture of full, half-length and headshots.
- Avoid having subject cropped too close to the edges, i.e. tops of heads and other parts of subject being cut off.
- If you have a celebrity host, images of the host on location should be provided. Behind the scenes of host getting ready for the show would also be welcomed.
- Stock art that is used in the program and <u>cleared for promotional use</u> (different from in-context promotion) can also be delivered, but not in place of unit photography.
- For shows featuring visual "reveals," images need to be taken before and after changes have been made.
- If the program includes CGI animation, please include a few final stills per episode. Final cleared images approved for all media usage only.

6.3 Quality of Image

- Images should be properly exposed, in focus and color-balanced. Please refrain from submitting blurry shots or shots with closed eyes.
- Images are to be delivered at full size, in high resolution (300dpi). Do not increase resolution — images should be sent at source resolution for usability in all media.

6.4 Format Specifications/Guidelines

- All images must be legally cleared for promotional use in any and all media in perpetuity.
- One week after production starts, please send sample unit to the photo team with ID sheet so that they can determine any photo direction that might be needed or if Marketing/PR would like to set up their own shoot.
- Deliver promotional photography as soon as principal photography has wrapped, accompanied with ID sheet.
- ID sheet to be delivered in Excel, listing photo numbers and corresponding detail to identify who is in each shot and the context of the image. Episode numbers are greatly appreciated.
- Deliver a minimum of 10 digital images per episode for series, 20 for a special.
- In addition to the above, please provide 3-5 behind-the-scenes shots (crew shooting scenes with cameras in shots)
- Color images only, unless you are supplying historical photos.
- Files must be in JPEG and/or RAW format and organized by episode
- Scanned photographic prints should be properly cropped (no negative space from the scanner around the image)
- Photo credits and brief captions must be provided describing each image, in a separate Word document. Do not make the caption the name of the image file.
- Files are best delivered through Box — details will be provided by the photo team. Do not email photos as attachments.

6.5 Unacceptable Materials

- Video grabs from the program.
- Shots taken from books or newspaper articles, i.e. "photographs of photos."
- Images shot from a smartphone or with added date stamps or filters.

VII. CLOSED CAPTIONING

7.1 Closed Captioning Requirements

All AETN HD texted long-form and short-form content must arrive to A+E NETWORKS containing 708/608 compliant captioning of all spoken dialogue in the program. A copy of the .cap caption file and the file creation vendor's contact information must be emailed to: captioning@aenetworks.com. Please name the file with the series name, episode number and title. Your Global Acquisition representative must be informed of the method by which the captioning is being encoded to the masters as well as the facility where it is occurring.

7.2 Compliance

The failure to provide closed captions is not an option. Due to FCC Compliance requirements for closed captioning of all non-linear distribution of long-form and short-form content, a .cap caption file must be produced and delivered in advance of linear air, even if there was no time to encode the master deliverables.

7.3 Closed Captioning Sponsorship Prohibitions

No commercial, sponsorship or supplier information is allowed in the closed captioning other than: "CAPTIONING PROVIDED BY A+E NETWORKS."

7.4 Closed Captioning Style

AETN requires that captioning on all programming including dramatic, reality and documentary be pop-on style. Pop-on can be time and placed or center pop-on. Roll-up captions are unacceptable. AETN requires that all captioning be upper/lower case lettering. Captions created as all caps are unacceptable.

7.5 Closed Captioning Quality

Closed Caption quality standards will be strictly enforced by AETN. Programs not in compliance with these standards are subject to failure.

- **Accurate**: Captions must match the spoken words in the dialogue and convey background noises and other sounds to the fullest extent possible. Music must be identified in some manner, such as lyrics, music notes, "music playing."
- **Synchronous**: Captions must coincide with their corresponding spoken words and sounds to the greatest extent possible and must be displayed on the screen at a speed that can be read by viewers. Captions should be in sync with the dialogue and should not run ahead or lag behind.
- **Complete**: Captions must run from the beginning to the end of the program to the fullest extent possible.
- **Properly placed**: Captions should not block other important visual content on the screen, overlap one another or run off the edge of the video screen. Captions should not cover lower thirds and any other graphics, including credits.

7.6 Preferred CC Vendors

All suppliers that produce programs for AETN must use a preferred vendor for their closed captioning creation. The actual encoding of your media for delivery can be handled by any on-boarded facility of your choice, but the creation of the caption file must be handled by one of the vendors in the chart below. If you want to confirm that the vendor of your choice has also been on-boarded to perform caption merge/encode and file delivery, please contact your Global Acquisitions Representative.

AETN requires that every supplier of A+E programming must inform Global Acquisitions which vendor they have chosen for their closed captions well before initial delivery of the season/series. And, importantly to provide that information, if you change vendors at any time, even from season to season.

Special rates have been established with the following vendors for work performed on behalf of AETN.

AETN Approved Caption Vendors

Vendor	Address	Contact Information
3Play Media	34 Farnsworth St. 4th Floor Boston, MA 02210-1209	Eric Souza Phone: 617-764-5189 ext. 114 Email: eric@3playmedia.com
Aegis RapidText	111 North First Street Suite 201 Burbank, CA 91505	Gene Braunstein Email: Gene.Braunstein@teleperformance.com
Bull's Eye Media Services	P.O. Box 578 Smithtown NY, 11787	Brendan Kelly Cell: 516-383-2586 Email: Brendank@bullseyecaptioning.com
CaptionMax	275 Market St. Suite 445 Minneapolis, MN 55405	Donna Horn Phone: 212-462-0060 Email: donna@captionmax.com
	159 W. 25th Street, Suite 1009 New York, NY 10001	Donna Horn Phone: 212-462-0060 Email: donna@captionmax.com
	425 West Broadway Suite 450 Glendale, CA 91204	Lindsay Beiriger Phone: 818-295-2500 Email: lindsaybeiriger@captionmax.com
Caption Media Group	2900 Glades Circle Suite 1050 Weston, FL 33327	Dario Fuenmayor Email: OP1@cmgusa.net *Alternative contact*: Master: 754-300-1800 Email: info@cmgusa.net
Deluxe Media	2400 W. Empire Ave. Suite 400 Burbank, CA 91504	Elissa Sarna Phone: 818-565-4463 Email: SubtitlingInfo@bydeluxe.com
	435 Hudson Street, 9th Floor	Matteo Natale

	New York, NY 10014	Phone: 212-444-5671 Email: matteo.natale@bydeluxe.com
	(formerly ECI European Captioning Institute) 7 Soho Square London, W1D 3QB	Hayley Towler Phone: +44 (0) 20 7534 7300 Email: hayley.towler@bydeluxe.com
	(formerly ITFC) 28 Concord Road London W3 OTH	+44 (0) 20 8752 0352 claude.leguyader@bydeluxe.com
Digital Media Services	10 East 39th Street, 4th Floor New York, NY 10016	Emilio Mahomar Phone: 516-236-1690 Email: emilio@resilient.tv
DVS/CCI Digital	2921 W Alameda Ave Burbank, CA 91506	Laura Lopez Phone: 818-841-6750 x5153 Email: localization_dept@dvs.tv
Line 21 Media Services	122 - 1058 Mainland Street, Vancouver, BC, Canada V6B 2T4	Patricia Dziekan Email: patricia@line21cc.com
Los Angeles Duplication & Broadcasting (LADB)	2107 W Alameda Ave, Burbank, CA 91506	Maridelle Hannah Phone: 818-525-1860 Email: Maridelle.Hannah@ladb.com
Media Access Group at WGBH	1 Guest St. Boston, MA 02135	Alison Godburn Phone: 617-300-3634 Email: alison_godburn@wgbh.org
	300 E. Magnolia Blvd. 1st FL Burbank, CA 91502	Linda Idoni Phone: 818-562-3344 Email: linda_idoni@wgbh.org
Multi Media Transcripts Inc	98 Granby St Toronto, Ontario, Canada M5B 1J1	Anna Drzewiecka Phone: 416-977-3489 Email: Captions@multimediatranscripts.com
Precision Transfer Technologies	1750 Courtwood Crescent #104 Ottawa, ON K2C 2B5	Kim Blais Email: kim@precisiontransfer.com
Prime Focus	345 Hudson St New York, NY 10014	Rick Crosta Phone: 212-292-3333 Email: rick.crosta@primefocus.com
Santa Monica Video	4100 W Alameda Ave Ste 208 Burbank, CA 91506	Mark McMahon Phone: 310-402-4872 Email: mark@smvcm.com
Talking Type, LLC	10411 Motor City Drive Ste. 750 Bethesda, MD 20817	Sanjay Chabra Phone: 240-395-1390 Email: sanjay@talkingtypecaptions.com
The Media Concierge	206B-401 Logan Avenue Toronto, ON M4M 2P2	Trevor Tyre Phone: 647-994-3003 Email: trevor@themediaconcierge.com
Visual Data Media Services	610 N. Hollywood Way Burbank CA 91505	Robert Troy Direct: 818-333-9639 Email: rtroy@visualdatamedia.com

VITAC	Canonsburg, PA 15317-9503 101 Hillpointe Dr. Canonsburg, PA 15317-9503	Darryn Cleary Phone: 724-514-4081 Cell: 412-997-0131 Email: Darryn.Cleary@vitac.com
	4605 Lankershim Blvd. Ste. 250 North Hollywood, CA 91602	Maggie McDermott Cell: 310-994-6549 Email: Maggie.McDermott@vitac.com
West Coast Captioning INC.	302 - 3615 West 17th Avenue Vancouver, BC V6S 1A3 (Buzz#15)	Nikki Goulas Phone: 604-837-8847 Email: nikki@wccaptioning.com or wccaptioning@telus.net

VIII. CREDITS

8.1 Keyed Credits on Reality Programming

Credits should be provided according to the latest credits style guide for your network and are available from your Programming Representative. You may need to eye-match the size and placement of the fonts to match the pictures in the style guide. A JPEG or QuickTime sample of your credits may be requested prior to final delivery.

8.2 Credits at the End of the Program

At the tail end (:10 seconds after program end) of your program master, please provide program credits as white text over black, preserving any drop shadows or other effects used in the original credits over picture. The generic credits should be provided in the same placement and format as the credits keyed over picture. These credits may be used for international mastering or other repurposing.

8.3 End Credit Production Company Cards

"Vanity" cards from suppliers or production companies are not permitted unless specifically agreed upon in your written contract with AETN. If a card is agreed upon, it must appear at the end of the final credit bed and within the credits text area, preferably as a keyed element in the lower third and not full screen.

IX. TECHNICAL EVALUATION

9.1 QC/Review Requirement

In the interest of avoiding QC failures, AETN requires that you review your materials and/or have them QC'd in real time, prior to upload to AETN.

AETN recommends that you work with an approved International QC vendor to QC your program prior to delivery to avoid the need for redelivery. But a QC approval, even from a recommended vendor, does not guarantee acceptance at AETN. A full technical evaluation will still be conducted by AETN upon arrival of the master file. AETN refers to this as "Global TE." If issues are found following the AETN Global TE review that require fixes, a full redelivery of the master media file will be required, at the producer's expense.

9.2 Evaluation Process

Upon receipt of the requested material and final delivery of the program masters files, all deliverables will go through a technical evaluation before formal acceptance and final payment is made. The supplier can expect the TE report within 48 (business) hours of the file importing into the AETN MAM. If there are problems importing the media into the MAM, the TE may be delayed. **AETN reserves the right to require you to fix technical deficiencies immediately following notification. Please note that notification in some instances may occur after the initial technical signoff if problems are found during formatting and mastering for domestic or international broadcast.**

9.3 Turnaround Time for Fixed Materials

If your file has failed Technical Evaluation, you will be required to redeliver the file with the requested fixes immediately following notification. In addition, you may be required to also upload individual fixes via an FTP site to expedite fixes needed for immediate broadcast and non-linear distribution needs.

9.4 Common Reasons for Failure

Common failure issues include: out of spec video, chroma or black levels, flash frames, un-rendered or low resolution sequences, video pixilation, digital artifacts, frame rate conversion issues such as artifacts, stuttering, interpolation and blended frames, video blocking, incorrect audio configurations, out of phase audio, hot audio mix, out of spec loudness measurement (see section 3.11), and audio sync, non-filled 16:9 frame, back-plates remaining on textless and dipped M&E.

9.5 Program Redelivery Procedures

All files redelivered after fixes have been made must be accompanied by a "Fix Form." The Excel TE report that is provided by your Global Acquisitions Representative should be used as the fix form. Please add your supplier comments in the appropriate column provided next to each item noted. Save the form and deliver it via Debut when you upload your revised file. Also, be sure to add any content changes to this form that may be included in the revised delivery by adding an Excel row. Be sure to utilize the Debut file naming and metadata protocols for your redelivery. All redelivered files must be fully closed captioned.

9.6 TE Acceptance

The Program Acquisitions team will register in Debut that the media is technically accepted once the redelivered master has been approved. The technical acceptance in Debut along with the script delivery to Debut will allow for invoice upload (see section 11.3).

X. RECLAMATION OF ORIGINAL FOOTAGE

10.1 Mandatory Delivery of Original Footage and Public Domain Archival Materials

AETN requires original supplier-generated and acquired (public domain only) materials be submitted to A+E Media Resources department after completion of program series or special. This includes producer's originally created video, audio, fully rendered CGI (including work-for-hire content) and public domain footage and stills. Continuing series must make arrangements for delivery of individual seasons.

These materials should **not** be recycled or otherwise disposed of without prior consultation with and approval by A+E Media Resources.

Please do not ship any materials prior to consulting with the Media Resources team at AETN.
Contact: John Denning, Reclamations Archivist
203-353-7300 ext. 1012
john.denning@aenetworks.com

AETN requires suppliers to complete and submit a detailed shoot material media log for review before shipment of physical media.

To facilitate the media review process, a complete media log must be submitted. (See Sample tab on media log template provided). Please ensure that the log is Excel-formatted and organized by drive (one tab per drive). Entries should be clearly separated, identified and organized.

Clip file metadata should include:
- Full file pathway and file name
- Video technical properties
- Date shot
- Location shot (town or city, state, country if outside U.S.)
- Brief content descriptions for all categories

Please do **not** include the following:
- Third-party sourced material
- Previously obtained A+E owned media
- Non-media files, e.g. misc. production files

Once received, logs will be evaluated and next steps determined for shipping media.
*Please note there is a two business day minimum for media log approval.

AETN's priority interests for reclaimed footage:
- Originally shot, generic, location and activity B-roll
- Reenactments/recreations
- Fully rendered CGI animations
- Public domain footage and stills

AETN may permit exclusion of footage containing on-camera talent, interviews, and reality-based situations or B-roll.

All required material should be sent via hard drive. Shipping costs are the responsibility of the supplier.

Ship to:
A+E Television Networks
c/o John Denning
57 Harbor View Ave.
Stamford, CT 06902

10.2 Technical Requirements

Please adhere to the following technical requirements for all hard drives:

- All media files on deliverable hard drive(s) must retain original native properties such as frame rate and resolution.
- One new master external drive and one new corresponding external backup drive per file batch load are mandatory.
- Drive capacity TBD depending on total amount of material to be delivered.
- AETN must approve drive brand, general type and connectivity capabilities. Contact Media Resources before purchasing drives.
- Electronic copies of completed media logs must be included (loaded) onto hard drive(s) along with the raw media for each deliverable drive.
- Drives files must be exFAT formatted to ensure compatibility on both Mac and PC.
- Drives must be packaged securely for shipment.
- Any deviation from these requirements must be approved by AETN in advance.

XI. PAYMENT REMITTANCE PROCEDURES

These procedures must be followed for AETN **to process payments.**

11.1 Debut Website

With the exception of first payment due on execution of the Agreement, all invoicing for payment milestones must be submitted for approval through the AETN deliverables website:

https://debut.aenetworks.com

To activate a Debut invoicing account, please contact:

James Ryan
James.Ryan@aenetworks.com
212-210-1460

- The invoice for the first payment due on execution is submitted along with the signed copy of the Agreement, as well as (if not already on file with AETN) a U.S. Department of Treasury IRS Form W-9 or W-8.
- All other invoices for payments due are submitted through Debut.
- Payments in Debut are organized around the **PAC ID Number**, which can be found on the first page of the Agreement.
- If your program is eligible for a tax credit, the Programming Tax Credit Status Form Part 1 (located in the Templates & Guidelines Section in Debut) must be uploaded to Debut

along with everything else needed to fulfil the principal photography milestone payment. The Programming Tax Credit Status Form Part 2 is to be uploaded along with everything else needed to fulfil the final Rights Bible milestone. Further details are discussed in section 11.4.

11.2 Required Invoice Information

1. Invoice number
2. Invoice date
3. The full address of AETN, as listed in the Agreement
4. Your current address and contact information
5. A "Remit to" address (if different than your current address)
6. If a wire transfer is requested, you must include your banking information (including the bank name, the bank account name, the routing number, the account number, the SWIFT/BIC code, the sort code, the IBAN, if applicable, and your phone number).
7. **The PAC ID Number (found on the first page of the applicable agreement or amendment), which must be included prominently on the invoice.**
8. The Full Program/Series name
9. The name of the current AETN Programming Executive
10. If the invoice is for a number of episodes in a series, please give the series title, and list the individual episode name(s) and Program ID Number(s); please include any former titles of the series or episodes, if applicable
11. A description of the event triggering payment that mirrors the language of the Agreement, and the amount to be paid

11.3 Definition of Final Delivery

"Final Delivery" means delivery of ALL delivery materials required **as per the Agreement,** not just a program master. Therefore, do not use the phrase Final Delivery on an invoice unless all delivery materials have been sent to and approved by AETN. Only delivery to, and acceptance by, AETN of all delivery materials will trigger technical acceptance approval and payment (as per the Agreement).

11.4 Productions Eligible for a Tax Credit

If the majority of principal photography (and in some cases postproduction) takes place in a U.S. state or a country with a film/tv tax incentive program, the producer is advised to apply as early as possible in preproduction.

Call or visit the appropriate Film Commissioner's or government agency's website to learn about the specific tax incentive program's requirements and process as early as possible, in order to properly set up your company and take full advantage of the opportunity. Please contact Jennifer Lombard in Production Management (Jennifer.Lombard@aenetworks.com) and Laura Xie in Tax (Laura.Xie@aenetworks.com) to discuss the production's potential tax credit and eligibility.

Eligible productions are required to file and upload to Debut the Programming Tax Credit Status Forms Part 1 & Part 2, (for more details on Debut, see section 12.1), along with everything needed to fulfill the following milestones:

Programming Tax Credit Status Form Part 1 must be filed at the time invoicing for principal photography takes place.

Programming Tax Credit Status Form Part 2 must be filed at the time invoicing for the Rights Bible submission takes place.

These forms can be found in the Templates & Guidelines section in Debut. Official documents such as the application, initial certification and final certification must be uploaded to Debut upon receipt.

XII. RIGHTS BIBLE REQUIREMENTS

12.1 Debut Website

All Rights Bibles and programming deliverables for all productions must be submitted for approval through Debut. This includes:
- Commissioned (work-for-hire for AETN)
- Co-productions
- Acquisitions/licenses
- Format license agreements
- Rights licensing agreements (sales agency/distribution agreements)

https://debut.aenetworks.com

To activate a deliverables account, contact:
Kathy Pack
Katherine.Pack@aenetworks.com
212-424-7347

Once your account is activated, please access online tutorials available in Debut under the "Help" tab for detailed training.

When submitting a rights bible, the following deliverables are required. Additional materials may be requested.

Commissioned programs and local format productions (wherein A+E Networks owns the copyright in the program in whole or in part)

Rights Bible Deliverables   [file type**]**
- Talent/Host/Narrator Agreements [Adobe .pdf]
- Third-Party Visual Licenses (archival footage, stills) [Adobe .pdf]
- Third-Party Music and Composer agreements [Adobe .pdf]
- Personal and Location Releases [Adobe .pdf]
- Shot Sheet [Microsoft Excel .xls or .xlsx]
- Music Cue Sheet *(*via Soundmouse; see section 12.6*)*
- E&O Certificate [Adobe .pdf] - Uploaded on the PAC Level
- Synopsis [Microsoft Word .doc or .docx]
- Timecoded Script [Microsoft Word .doc or .docx]
- Credits [Microsoft Word .doc or .docx]
- Timecoded Lower Thirds [Microsoft Word .doc or .docx]
- Production Affidavit (provided below) [Adobe .pdf]
- Promotional Considerations Form (if applicable) [Adobe .pdf]
- Title Opinion Letter on production company or counsel letterhead [Adobe .pdf]
- Programming Tax Credit Status Form Part 2 (if program is eligible for a Tax Credit see section 11.4).

Co-productions/Acquisitions/Rights Licensing Agreement Deliverables [file type]
- Music Cue Sheet (via Soundmouse; see section 12.6)
- E&O Certificate [Adobe .pdf]- Uploaded on the PAC Level
- Synopsis [Microsoft Word .doc or .docx]
- Timecoded Script [Microsoft Word .doc or .docx]
- Credits [Microsoft Word .doc or .docx]
- Timecoded Lower Thirds [Microsoft Word .doc or .docx]
- Promotional Considerations Form (if applicable) [Adobe .pdf]
- Promo Restrictions [Microsoft Excel (.xls or .xlsx]
- Residual Schedules [any file type]
- A Rights Summary for each episode/program. A template is available in the Templates & Guides section of Debut [Microsoft Excel (.xls or .xlsx]

Please Note:
PAC-level documents (i.e. Capital "T" or Main Talent agreements and Tax Credit Forms) apply to an entire series and should be loaded using "Upload PAC Documents," which can be found on either the My PACs page or PAC tab. Once loaded to the PAC tab, these documents will not need to be loaded again to individual rights bibles within that PAC.

Shot Sheets
- Only third-party materials that make the final version of the program require entry on the A+E formatted shot sheet and must reconcile with the visuals section. In other words, for every visual license provided there must be a corresponding entry on the shot sheet, and conversely, for every entry on the shot sheet there needs to be a supporting visual license.
  - It is not necessary to account for logo use or graphics on the shot sheet.

- It is not required to list producer-shot material on the shot sheet. If your program contains producer-shot material, please check the box on the program summary that states "This program contains producer-shot material."
- To access and download an A+E formatted shot sheet template, please log in to Debut and navigate to Help >> Templates & Guides.
- **Shot sheets must be submitted in Microsoft Excel (.xls or .xlsx) format. No other formats will be accepted.**
- Both the rights and exclusions/restrictions columns (columns F and G respectively) on the A+E formatted shot sheet **must** match those on the license/invoice. Please include the appropriate media, territory and term as well as any usage restrictions, e.g. no theatrical, promo or in-context promo only in column G of the shot sheet.
- **Please do not** list public domain as the source on the shot sheet. Accurate identification of your source is required. The rights may be listed as public domain.

Samples, templates and descriptions of some of the above documents are available on Debut https://debut.aenetworks.com

PRODUCTION AFFIDAVIT

AFFIDAVIT [MUST BE SIGNED BY A PRODUCER OFFICER]

STATE OF   )
) ss.:
COUNTY OF   )

(Full Name)_____, being duly sworn, deposes and says:

1   I am the (Title) _____ and an officer of (Company Name)_____ ("Producer") and duly authorized to submit this Affidavit on its behalf.

2.   I am providing this affidavit as a part of the Rights Bible in connection with the agreement dated as of _____ (the "Agreement"), by and between Producer and A&E Television Networks, LLC ("AETN") relating to Producer's production of the program (or series, as applicable) entitled _____ ("Program").

3.   Capitalized terms not defined herein shall have their same meaning as stated in the Agreement.

4.   I hereby warrant, represent and certify on behalf of Producer that, with regard to Program, production costs were incurred as provided below:

(a)_____ percent (___%) of the production costs were incurred within the United States; and

(b) _____ percent (___%) of the production costs were incurred outside of the United States.

5.   I hereby warrant, represent and certify on behalf of Producer that Producer has acted at all times (from the date of the Agreement and through to the date of my execution of this Affidavit) in accordance with all applicable local, state, federal and foreign laws (including, without limitation, anti-discrimination and anti-harassment and anti-bribery laws, the U.S. Foreign Corrupt Practices Act, and/or the U.K. Bribery Act) (the "Statutes") and has required companies and individuals providing services to, or for, Producer (including but not limited to any subcontractors or vendors) in connection with this Program to affirm their compliance with the Statutes.

In witness whereof, the undersigned has duly caused this Affidavit to be executed as of _____ _____, 20__.

_____
Company/Producer Name

By: _____

Print Name and Title:_____

Sworn to before me this

_____ day of _____, 20___

_____
Notary Public

12.2 Required Third-Party Rights

Per your Production Agreement, and unless otherwise stated therein, all material (e.g., photos, footage, music, etc.) that is owned by a third party (Third-Party Materials) and included under license in your program **must be cleared for exploitation in all media, worldwide, in perpetuity.**

Please Note:

Third-Party Visual Licenses, Location and Personal Releases:
- All licenses and releases for third-party visual materials, e.g. footage, graphics, logos, photos and voiceovers etc. should be uploaded to the Visual licenses tab.
- All licenses and releases must be submitted in .pdf format only. No other formats will be accepted.
    - Order confirmations, previews or transaction summaries **do not** constitute a license.

- o Multiple licenses from the **same source** containing **identical rights** may be batch uploaded, i.e. as one document.
- All licenses for third-party materials, including public domain sources, and any location or personal releases that make the final cut of the program must be **fully executed**. If there is a place for the Producer's signature, you must sign it prior to submission.
- Please be sure all licenses are accompanied by any applicable attachments, correspondence, exhibits, options, schedules and terms & conditions referred to in the license.
- All location and personal releases **must grant A+E Networks rights in all media, worldwide, in perpetuity**.
- A+E **will not accept** either licenses or releases where the right to injunctive relief or to enjoin the program is maintained. Please work with your production counsel to resolve any issues, should they arise.
- All foreign language licenses or releases must be accompanied by an English language translation.

Miscellaneous

- Materials in the Background **–** If any visual material (e.g., paintings, photos, etc.) is prominently featured in the shot and there is a question as to whether or not a license is necessary, obtaining a license is always the preferred course of action. If you have questions, please contact your rights bible analyst.
- Wikimedia/Creative Commons – Use of material from Wikimedia can contain potential risk if not properly researched and licensed. Please conduct a **thorough** search of the copyright to ensure it is not controlled by another party, which would require additional licensing.
- Materials from A+E Media Resources – If you are interested in obtaining and using materials from A+E Media Resources (i.e., A+E owned footage) then you must submit your request through A+E Select (www.aenselect.com). A license can be obtained from Caroline Taylor (Caroline.Taylor@aenetworks.com). Materials used in the program must have their licenses uploaded to the visuals section of Debut and must be included on the shot sheet with the designated Master Clip Names.
- A+E Preferred Rates – A+E has negotiated discounted rates with various third-party content providers for use by our producers. In order to take advantage of these rates, please contact Stephen Brandt (Stephen.Brandt@aenetworks.com) to request the current packet.

12.3 Rights Waivers

If you are unable to clear any third-party materials for the minimum rights (e.g., media, territory or term) as detailed in your Production Agreement, you must obtain a prior written Rights Waiver in order to include such material in your program. You may request a Rights Waiver by contacting your Programming Executive and Kelley Drukker, VP, Rights & Clearances (kelley.drukker@aenetworks.com). Please be advised that Rights Waivers are only granted under certain limited circumstances and must be requested prior to inclusion of the material in your program. No Rights Waivers will be granted retroactively.

12.4 Public Domain

A+E NETWORKS makes no warranty or representation regarding the Public Domain (PD) status of any musical composition or any third-party element. Each Producer must rely on its own production counsel when determining the PD status of any music or other visual element.

Any elements submitted to AETN as being in the public domain require the relevant research and accurate sourcing included in the Rights Bible. Works commonly regarded as PD in the U.S. may be under copyright in other countries. A performance or recording of a PD work may utilize a vocal or instrumental arrangement that is under copyright and will require you to obtain the appropriate licensing.

Please do not list "Public Domain" as the "Source" on the shot sheet. Accurate identification of your source is required and the rights may be listed as "Public Domain."

With regard to music, the AETN provided music libraries offer many recordings of PD works that do not require further licensing. Producers are responsible for confirming the licensing of all music within a program.

12.5 Original/Composed Music Publishing Requirements

Per your Production Agreement, and unless otherwise stated therein, AETN shall be the publisher of any/all original music commissioned for AETN programs (including, but not limited to, series), unless otherwise stated therein. All pertinent composer and publishing information must be provided on a separate music cue sheet per the direction of AETN Music Services Department. All questions regarding music cue sheets should be directed to Stephen Saperstein (212-351-0300) and Brooke Bryant (212-551-1594).

The following are A&E, History and FYI's music publishing entities dependent upon Composer's affiliation.
ASCAP: Escape The Ordinary Music CAE#438-58-58-13
BMI: AETN Music Publishing CAE#439-45-82-27
SESAC: HTV Music Publishing CAE#451-85-14-58

The following are Lifetime and LMN's music publishing entities, dependent upon Composer's affiliation:
ASCAP: Sonic Sister Music CAE#674-62-16-28
BMI: Her Muse Music CAE#675-78-38-84
SESAC: Soul Sister Music CAE#600-87-21-78

The following are A+E Studios publishing entities, dependent upon Composer's affiliation:
ASCAP: A+E Studios Music IPI#: 798837553
BMI: Music of A+E Music Studios IPI# 797420111
SESAC: Songs of A and E Music Studios IPI# 800297855

12.6 Music Cue Sheets

Cue sheets for all applicable A+E productions must be created and submitted online **via Soundmouse at:** www.soundmouse.com.

Please be sure to utilize the cue SEARCH features especially when using the Extreme Music, Signature Tracks and Strike Audio music libraries. When done entering cues, click the "Submit to Broadcaster" button, which moves it to A+E's Soundmouse queue. Soundmouse will automatically send a draft copy of your cue sheet to your Debut rights bible for review. (You do not need to upload this manually.)

Soundmouse login IDs and training can be arranged upon request.

For login requests:
1. Go to http://www.soundmouse.com
2. Click the "New User" button
3. Fill in the registration form

For training:
Contact **Soundmouse Client Services:** info@soundmouse.com
Tel. +44 (0)20 7420 2120

Please note that copyright ownership of all original commissioned music is retained by A+E.

When entering music publishers for original music cues, please select the appropriate company listed below that corresponds to the applicable network and performing rights society affiliation of the composer(s).

For example, composer John Smith is affiliated with ASCAP and composed music for an episode of FYI. You would list "Escape the Ordinary Music (ASCAP)" as the publisher on the cue sheet.

Jane Doe is affiliated with BMI and composed music for Lifetime's Project Runway. You would list "Her Muse Music. (BMI)" as the publisher on the cue sheet.

A&E, History and FYI
- Escape the Ordinary Music (ASCAP) CAE#438-58-58-13
- AETN Music Publishing (BMI) CAE#439-45-82-27
- HTV Music Publishing (SESAC) CAE#451-85-14-58

Lifetime and LMN
- Sonic Sister Music (ASCAP) CAE#674-62-16-28
- Her Muse Music (BMI) CAE#675-78-38-84
- Soul Sister Music (SESAC) CAE#600-87-21-78

A+E Studios
- A+E Studios Music (ASCAP) IPI# 798837553
- Music of A+E Music Studios (BMI) IPI# 797420111
- Songs of A and E Music Studios (SESAC) IPI# 800297855

A+E Networks Pre-Approved Music Libraries
All A+E Networks Pre-Approved Music Libraries have been preloaded into Soundmouse and are searchable by cue title. Appropriate music publishers will auto-populate on your Soundmouse cue sheet.

A+E Networks Contacts
For questions concerning cue sheets, cue information logins, registrations or missing headers, please contact:
Brooke Bryant brooke.bryant@aenetworks.com
Steve Saperstein stephen.saperstein@aenetworks.com

Reminder:
All Music materials used in your program must be identified on a Music Cue Sheet, and all corresponding music agreements must be uploaded and submitted on the Music tab of the program's Rights Bible in Debut Rights Bible Manager System.

Please Note:
Additional Cuts/Versions – In the event there are additional cuts or versions of a program, a separate cue sheet must be submitted via Soundmouse and included with your rights bible submission.

Visual Vocals – When using visual vocals, including onscreen performances, please ensure any license represents and warrants the individual owns 100% of the rights and has the ability to grant such a license.

12.7 Music Deliverables

Producer shall deliver to A+E NETWORKS all recorded versions of originally created music and lyrics created for each program, including mixes, stems and all "demos" and/or materials created but not used in the final production ("Original Music").

For digital delivery of Original Music files to to A+E NETWORKS, contact Liz Morgan 212-641-3365 liz.morgan@aenetworks.com.

Each Producer must submit all final audio versions of the Original Music elements on or before the delivery date of the applicable program according to the format, naming and labeling specifications below.

12.8 Original Music Labeling

Please include the following information with digital file delivery

1. "A+E NETWORKS Original Music"
2. Program or Series
3. Program Title/Episode #
4. Composer(s)/Affiliation(s)
5. Date
6. Listing of track numbers and music elements (cue titles)

12.8.1 Original Music File Naming

Mix versions and Stem file names must contain all relevant information within their file names and be easy to understand at a glance.

For example:

LH_CueTitle_FullMix.wav

The above audio file name example contains the following information, separated by an underscore:

Composer Identifier:
A 2 to 4 letter name code used consistently throughout a project. Most often the composer's initials are used for this. In this example "LH" is used.

Cue Title:
The cue title is listed after the artist initials . Capitalize each word of the title. Title contains no spaces, punctuation or diacritical markings (accents), so names are universally file compatible.

Mix, Submix and Stem Versions: In the example above "Full Mix" is used.

Please Note: Final payment cannot be released until ALL delivery materials have been submitted and formally accepted by A+E NETWORKS.

12.9 Sample Composer Agreement

THIS IS A SAMPLE CONTRACT FORM ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. A+E NETWORKS EXPECTS PRODUCER TO CONSULT COMPETENT COUNSEL FOR APPROPRIATE ADVICE ON ALL LEGAL ISSUES PERTAINING TO ITS PRODUCTIONS.

COMPOSER AGREEMENT

This Agreement is effective as of _____, 20[xx] by and between _____[Producer] of _____[Address] (hereinafter the "Producer") its licensees and assigns, and_____[insert name of Composer; if loan-out corporation add: providing the services of [Composer name(s)] ("Composer") of_____[Address], with respect to Composer providing services for the purpose of creating original music for possible inclusion in the soundtrack of the audiovisual work entitled ["   "] (hereafter the "Program") intended for initial exhibition on _____ [indicate applicable network from below]

[A&E, FYI, CI, H2, HISTORY, LIFETIME, LMN, A+E Studios]

(hereinafter the "Network"). The terms are as follows:

1.   (a) Composer will write, compose, orchestrate, arrange, produce, record and deliver such original music elements, including master recordings of such music elements (the "Music") as may be required by Producer in accordance with Producer's instructions, requirements and schedule in the format(s) specified by Producer. The Music and Delivery Materials (defined below) to be furnished by Composer in connection with the Series shall include, but not be limited to, all of the elements listed on Exhibit A (attached hereto and incorporated herein by reference). Composer shall perform all services in a first-class, professional manner and subject at all times to the instructions and directions of Producer.

        (b) It is of the essence of this Agreement that Composer shall deliver to Producer accurate and complete music cue sheet information, on or before the date provided by Producer but in no event more than thirty (30) days following completion of the final cut (hereinafter the "Delivery Date"), including composer's performing rights society affiliation, title of the Program, opens, cues, bumpers, background and theme-music titles and timings. Producer and Composer hereby acknowledge that the Network is the publisher of all music created for the Program, and they covenant and agree that the applicable Network publishing information listed below shall be referenced on all cue sheets associated with the Program:

        (c) Composer is a member of_____[indicate Performing Rights Organization] ("PRO"). The publisher ("Publisher") shall be, at Network option, one of the entities listed below (whose PRO affiliation is shown in parentheses). To the extent (and only to the extent) Composer is and remains affiliated with ASCAP, BMI or SESAC, the Network will select as Publisher an entity affiliated with the same PRO.

[SELECT APPLICABLE PRO(s)]

[For A&E, FYI, CI, and H2 and HISTORY]

    (i) Escape The Ordinary Music (ASCAP)   CAE#438-58-58-13
    (ii) AETN Music Publishing (BMI)   CAE#439-45-82-27
    (iii) HTV Music Publishing (SESAC)   CAE#451-85-14-58

[For LIFETIME and LMN]

    (i) Sonic Sister Music (ASCAP)   CAE#674-62-16-28
    (ii) Her Muse Music (BMI)   CAE#675-78-38-84
    (iii) Soul Sister Music (SESAC)   CAE#600-87-21-78

[For A+E Studios]

    (i) A+E Studios Music (ASCAP)   IPI#: 798837553
    (ii) Music of A+E Music Studios (BMI)   IPI# 797420111
    (iii) Songs of A and E Music Studios (SESAC) IPI# 800297855

    (d)   Composer shall deliver to Producer a master recording of all mixes and stems of originally composed music (and lyrics, if any), including all versions of such music (whether or not used in the final Program) as WAV or AIF files (44.1k/16 bit minimum) on DATA CD, DATA DVD, EXTERNAL HARD DRIVE labeled "A+E Networks Original Music" or via DIGITAL FILE TRANSFER on or before the Delivery Date. The Music shall be sufficient for use in the Program (at Producer's discretion) and shall include each of the elements set forth in Exhibit A, unless otherwise specified by Producer. (The Music and all other elements to be delivered hereunder shall hereinafter be referred to as the "Delivery Materials".)

2.   The Delivery Materials and all other materials Composer contributes or furnishes hereunder and all of the results and proceeds of Composer's services hereunder (hereinafter sometimes collectively referred to as the "Works") in connection with the Program shall be (i) created by Composer as the sole creator thereof, (ii) the original work of Composer, and (iii) created as "works-made-for-hire" specially ordered by Producer for use as part of the Program pursuant to Section 201 of the United States Copyright Act of 1976, as amended, with the Network being deemed the sole author and owner thereof for all purposes under the terms of Section 201, with the right to use, reproduce and/or exploit the Works and cause others to use, reproduce and exploit any and all rights therein in the development, production, exploitation, distribution, marketing, advertising, promotion, and publicity of the Program, the Music, and/or other Delivery Materials by any manner, devices, and means, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the

universe. In the event any of the Works are determined not to be "works-made-for-hire," Composer hereby irrevocably grants and assigns to the Network, in perpetuity, with all now known or hereafter existing rights of every kind and nature in the Works and all rights therein throughout the universe with the perpetual right to use and/or exploit such Works in any way, in any and all media, whether now known or hereafter devised, which assignment is further acknowledged in Exhibit B attached hereto and incorporated herein by reference. The rights granted in the previous sentence shall vest fully upon the execution of this Agreement.

3.   (a) Provided Composer fully performs all services and obligations required to be performed by Composer hereunder, and provided further that Composer is not in default of any of the terms or obligations hereunder, Producer agrees to pay Composer, as full and complete consideration for his services hereunder and for all rights granted to Producer herein, an "all-in" fee in the amount of_____Dollars ($.XXXX) (the "Fee") upon receipt of satisfactory invoicing, payable as follows:

(i)   _____Dollars ($XXXX) upon execution of this Agreement;

(ii)   _____Dollars ($XXXX) upon delivery and acceptance of all Delivery Materials

The Fee includes any and all costs, fees and expenses incurred for or in connection with the creation and production of, and the acquisition of rights in, the Delivery Materials (including, without limitation, all recording costs, synchronization fees, required union or guild payments, if any, to Composer and all musicians, and other individuals performing services in connection with the Music, and all applicable pension, health and welfare fund contributions, if any, all musicians' fees and orchestration costs and all arrangers' costs). Producer will have completely fulfilled its obligation to Composer by payment of the Fee as provided herein.

(b) Composer shall be solely responsible for any costs incurred in connection with the Music and the masters in excess of the Fee, including, without limitation, any and all fees or payments to third parties.

4. Producer shall have the right to issue, and to authorize others to issue, publicity concerning Composer, and the right to use Composer's name, likeness and biographical data in connection with the distribution, exhibition, advertising and exploitation of the Program or otherwise. Composer shall not, directly (or indirectly) issue or permit the issuance of any publicity, grant any interviews, or make any statement, concerning Composer's services under this Agreement without Producer's prior written consent in each instance.

5. Neither Producer nor the Network (or any successor or licensee thereof) shall be required to pay any monies directly to the Composer for public performance of the Music. Composer agrees to look solely to the PRO with which Composer is affiliated for payment of any "writer's share" of public performance royalties to which Composer may be entitled. Composer hereby agrees that the Network, through one of the Publisher entities listed above,

shall be acknowledged on all documentation, including but not limited to music cue sheets, as the publisher of all Music in order to ensure that the Network receives 100% of the "publisher's share" of fees for the public performance of the Music. Notwithstanding anything to the contrary in this Section 5 or anywhere in this Agreement, the Network hereby reserves its right to issue at any time (and nothing in this Agreement shall be interpreted or construed to prevent the Network, as copyright owner, from issuing) a direct performance license (i.e., a direct license of any public performance rights that, if not for such direct license, would instead have been historically or customarily licensed by a public performing rights society) with respect to Composer's contribution to the Music (in whole or in part), whether as part of the Program or otherwise, to any person or entity for performance in any media whatsoever, whether now known or hereafter devised, for any fee or for no fee (in the sole discretion of the Network), in perpetuity, provided, however, that if the Network licenses such performance rights directly to a licensee and receives any fee expressly designated for such direct license (which fee, for the avoidance of doubt, excludes any license fee or similar revenue for the Program), then provided neither such licensee nor any party representing Composer (including any public performance rights organization) makes a direct payment to Composer, Composer will be entitled to receive from Publisher or Company fifty percent (50%) of such public performance rights fee as the writer's share of such income. Composer acknowledges and agrees that the rights of the Network in the foregoing sentence may result in the performance of the Music pursuant to a direct license from the Network generating no income for the Composer from Composer's PRO.

> **[CHOOSE ONE]**

> **Option #1:** Provided that Composer fully performs all of the services and obligations required to be performed by Composer hereunder, that Composer is not in default of any of the terms or obligations hereunder, that Producer has not engaged the services of any other composer with respect to the Program, and that the masters, as delivered to Producer are substantially embodied in the Program, and upon use of the music by Composer as initially exhibited, Composer will receive credit on the Program, substantially as follows:

> [Music Composed By   ]

> **Option** #2: All aspects of any credit provision, including whether a credit will be accorded, shall be at Producer's sole discretion.

6. Producer, in its sole discretion, may make such changes, adaptations, editorial revisions and arrangements of the Music, or any part thereof, and Producer shall have the right to register any such versions in its own name with any agency or authority in any national or state/provincial jurisdiction and to retain all rights therein, whether now known or hereafter devised, throughout the universe, for the full term of copyright protection therein (and to renew and extend any such copyright thereon), and Producer may cause the title of the Works to be changed. Composer hereby waives all rights of "Droit Moral" and/or so called "moral rights of authors" or any similar rights or principals of law which composer may now or later have in the Works in any and all jurisdictions.

7.   Composer warrants, represents and covenants that:

   (a) Composer has the right, power, capacity and authority to make, enter into and fully perform this Agreement and all of its terms and to grant to Producer all of the rights herein granted. Composer is not subject to any obligation or disability which will or might prevent Composer from fully keeping and performing all of the covenants and conditions to be kept or performed by Composer hereunder, and Composer has not made and will not make any grant, assignment or commitment, and will not do or permit any act, which will or might interfere with or impair the full and complete performance of Composer's services or Producer's full and complete enjoyment and exercise of the rights and privileges granted herein;

   (b) Any and all material written or furnished by Composer hereunder is or will be the original creation of Composer, shall not have been exploited previously in any manner or medium, shall not be in the public domain, shall not utilize 'sound alike' elements which in any way imitate a third party and shall not infringe upon or violate the rights of any person or entity;

   (c) There are no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or the Producer's promotion or exploitation of the Series (and all rights therein) in any and all media whether now known or hereafter devised, throughout the universe, in perpetuity;

   (d) The services of Composer and the Music and the masters are not and will not be subject to any union or collective bargaining agreement, and Composer shall not have any rights or privileges (nor Producer any obligations) as specified in any union or collective bargaining agreement; and

   (e) Composer shall be solely responsible for obtaining any and all required licenses, permissions and consents from third parties, including but not limited to musicians that may be required in connection with Producer's exercise of the rights granted to Producer herein including without limitation, the Delivery Materials.

8.   Composer shall indemnify and hold harmless Producer and Producer's employees and its officers, agents, designees, successors, assigns and licensees, from and against any and all liabilities, claims, costs, damages and expenses (including attorneys' fees and disbursements) arising out of or in connection with a breach or alleged breach of the covenants, warranties and representations contained in this Agreement.

9.   Services rendered by Composer hereunder shall comply with the Communications Act of 1934, as amended, with all applicable rules and regulations of the Federal Communications Commission and all other state and federal laws pertaining to the production, duplication, distribution and telecast of Series. Composer shall not accept any compensation, gift or gratuity whatsoever, in any manner contrary to Sections 317 and 507 of the Communications Act, as amended, or Section 73.1212 of the Rules of the Federal Communications

Commission.

10. Composer agrees to execute any documents and to do any other acts as may reasonably be required by Producer or its assignees or licensees to evidence or effectuate the Network's rights hereunder. Composer hereby appoints Producer as his attorney-in-fact to execute any such documents or perform any acts, as referenced in the previous sentence if Composer fails to do so within five (5) business days after receipt of Producer's request for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

11. Composer acknowledges and agrees that Composer is acting hereunder as an independent contractor for the provision of his services hereunder and is not an employee of Producer.

12.   (a) Producer shall have the right, at any time, to assign or otherwise transfer this Agreement, in whole or in part, or any or all of the Producer's rights or obligations hereunder to any third party. This Agreement may not be assigned, transferred or encumbered by Composer, in whole or in part, by operation of law or otherwise, without Producer's prior written consent, and any such assignment without Producer's consent will be deemed ineffective and void ab initio.

        (b) This Agreement shall be subject to the laws of the State of New York applicable to contracts entered into and to be wholly performed therein without regard to principles of conflict of laws. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of New York.

        (c) In the event of any breach or alleged breach by Producer hereunder, Composer's remedies shall be limited to an action at law for money damages, if any actually suffered. In no event shall Composer be entitled to terminate or rescind this Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the materials or the Series or any rights therein. Producer shall not be in breach of any of its obligations hereunder, unless and until Composer shall have given Producer written notice thereof, and Producer shall have failed to cure any such breach prior to thirty (30) days after Producer's receipt of such written notice; provided, however, that in no event shall Composer be entitled to seek or to obtain injunctive or other equitable relief for breach or non-compliance with any obligations hereunder.

        (d) Any notice either party may desire or is required to give hereunder shall be in writing by registered or certified mail (return receipt requested) or by telefax to the respective address as first detailed herein.

        (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any previous document, correspondence, conversation or other written or oral understanding relating to the subject matter of this Agreement.

(f) No waiver by either party hereto of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other term, covenant or condition of his or any other Agreement. If any provision of this agreement shall be adjudged by a court of competent jurisdiction to be invalid, unenforceable or otherwise ineffective, such adjudication shall in no way affect any other provision of this Agreement, and the remainder of the Agreement shall be effective as though such invalid, unenforceable or ineffective provision had not been contained herein.

(g) This Agreement, and all rights and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties, hereto and their respective heirs, executors, administrators, personal representatives, designees, successors, licensees and assigns.

(h) Nothing contained in this Agreement shall be construed as creating a partnership or joint venture by or between Producer and Composer or as making either the agent of the other.

(i) The parties hereby agree that those customary provisions which are normally included in Producer's agreements of this type and are not included herein shall be deemed included herein (including, without limitation, those relating to incapacity, force majeure, labor disputes, suspension and termination).

If the foregoing accurately reflects your understanding of the terms and conditions of our agreement, please so indicate by signing the enclosed duplicate original where indicated and returning it to Producer.

Yours Sincerely,

[PRODUCTION COMPANY]

BY: _____

ITS: _____

AGREED TO AND ACCEPTED:
COMPOSER

By:_____

ITS:_____

Federal ID. Number:_____

EXHIBIT "A"
Schedule of Works

Cue Titles	Composer(s) Name(s) Affiliation and %	Publisher(s) Name(s) Affiliation and %

EXHIBIT "B"

Attached to and forming part of the Agreement dated as of _____, 20[XX] between Producer and Composer (collectively "The Assignor")

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

_____ [insert name of Composer; if loan-out corporation add: providing the services of [Composer name(s)] ("Composer") collectively "The Assignor")

Address: [_____]

For good and valuable consideration receipt of which is hereby acknowledged, hereby irrevocably sells, grants, transfers, assigns and sets over unto:

Name: [Producer] (ASSIGNEE)

Address: [_____]

and its successors and assigns forever, an undivided one hundred percent (100%) of all present and future right, title and interest in and to any and all copyrights and other rights which the Assignor owns, or may own, now or hereafter, in or with respect to the musical compositions and master recordings thereof listed on Schedule A attached hereto (hereinafter "Musical Works"), in whole or in part, together with any and all renewals, extensions, reversions, and continuations of such copyrights, secured or to be secured under the United States Copyright Act of 1976, as amended, or any other copyright law or similar law now or hereafter in force and effect in the United States or any other countries throughout the world. This assignment shall be forever binding upon and enforceable against the undersigned's successors, heirs, legatees, administrators and assigns. This instrument is subject to all of the terms and conditions of the above-referenced Agreement.

BY: _____
        [Producer]

ITS: _____

BY: _____
          [Composer]

12.10 A+E Networks Music Production Libraries

Libraries:

Extreme Music	Audio Network	Vanacore Music
Strike Audio	West One Music	
Signature Tracks	Gramoscope Music	

A+E Networks' music libraries are *pre-cleared, **pre-approved and available to you at no cost for all AETN qualifying productions.

For info about and access to the above libraries goto:

www.aecustomcues.com/libraries

* Public performance rights are NOT included

** Before using any third-party music, Producer must obtain the written approval (email sufficient) of an appropriate AETN Programming Executive at a Senior Vice President or higher level.

Please be advised that submission of a completed music cue sheet via Soundmouse is a requirement to use the libraries.

Credits:

A+E Networks music production library screen credits shall appear as follows:

Type of Usage	
Background (General usage)	Additional music courtesy of [Library Name]
Background (Specific usage)	[Name of Musical Work(s)] Courtesy of [Library Name]
Theme	[Name of Musical Work(s)] Composed by [Name of composer] Courtesy of [Library Name]

The AETN pre-approved libraries libraries have been preloaded into Soundmouse and are searchable by cue title. Once selected, all title, composer and publisher will auto-populate in Soundmouse.

Alternatively, cue details can be referenced via the library websites:

Music Reporting/Music Cue Sheets: Music Cue Sheets are to be submitted via Soundmouse. A Music Cue sheet is a REQUIRED DELIVERABLE.

Please Note:
- **Gratis Music Libraries/Custom Music Cues** – A+E has partnered with certain music libraries that are free for your use, as well as composers who can create custom music cues at preferred pre-negotiated rates. For further information regarding these gratis music libraries or custom music cues, please contact Liz Morgan Liz.Morgan@aenetworks.com or 212-641-3365, www.aecustomcues.com.

- **Use of Other Music Libraries** – If you are using a music library other than the gratis music libraries, please contact Stephen Saperstein Stephen.Saperstein@aenetworks.com or 212-351-0300 for review and approval *prior* to execution.

- **Music Licenses –** Each piece of music in a program must have a corresponding music license and be uploaded to the "Music" tab in Debut. In some instances, not every music license belongs in every episode. Please ensure the correct music license is attached to the applicable episode.

- **Uploading Music Licenses in Debut** – There are currently three options to choose from when uploading music licenses in Debut.

  - If you've used one of our gratis music libraries, please select from the "Common Music Library" list. When you choose this option the license and all of the rights will be preloaded for you; all you have to do is save.

  - For all other music libraries and first time use entries, manually upload your license and required rights information.

  - If the licensor has been used before, select from the "Company Licensor" list and complete the required rights information.

- **Assignment/Editing Rights** – A+E, as owner of the program, can neither accept language that prevents your ability to assign the rights to A+E nor accept language inhibiting A+E's ability to assign the rights to a third-party distributor, subsidiary or other designee. A+E also cannot accept language restricting our ability to edit the program (i.e., in best-of or alternative cuts). Please work directly with your production counsel to resolve these issues, should they arise.

- **Injunctive (or Equitable) Relief** – A+E Networks **cannot** accept language that grants a music licensor injunctive relief or any rights to enjoin the production or its distribution. Please work directly with your production counsel to resolve these issues, should they arise.
- **Execution** – All music licenses must be fully executed by both parties.
- **Use in Short-Form** – If you synchronize additional music in short-form pieces that were originally licensed for long-forms, please ensure your license contains language permitting use in short-forms.
- **Theme Use** – For music used as "Theme Music" please ensure there is language in the license that speaks to this.

XIII. PRODUCTION BIBLE REQUIREMENTS

13.1 Creation and Delivery of Production Bible

If Producer is required to deliver a **FORMAT** PRODUCTION BIBLE, then Producer shall deliver to A+E Networks (attention: Hayley Babcock, Head of Formats, International Production and Programming, hayley.babcock@aenetworks.com 310-407-8513) a complete FORMAT PRODUCTION BIBLE for the series setting forth, at a minimum, the elements listed in section 13.2. Please contact Hayley directly with any questions.

13.2 Production Bible Elements

1. Program/Series description and broadcast overview (e.g, Series' genre, production company identity, initial number of episodes ordered, length per episode)
2. Production Schedule (from preproduction, shooting, editing through delivery)
3. Production Budget
4. Series (overall) and episode descriptions
5. Production Style Guide
   a. set plot
   b. camera plot
   c. lighting grid
   d. storyboards
   e. music/sound design
   f. graphic elements and any other unique assets (such as software) created for the series along with contact information for the providers
6. Casting process – detailed description (including information about host/on-air talent, experts and participants)
7. Creative story structure outline and full breakdown act by act
8. Sample interview questions, if any

9. Scene breakdown
10. Shooting script, if any
11. Talent agreements (to also be included in the Rights Bible delivery)
12. Shoot call sheets
13. Crew list* (and contact info)
14. Equipment lists, including special needs such as hidden cameras, etc.
15. Release templates and samples
16. Location shooting information
17. Beat Sheet
18. Wardrobe/costume information
19. Permit Information
20. Editing/style notes/font information along with font licenses, if applicable
21. Production crew list
22. Rules of the game (if a competition or contest show)
23. Access to any custom designed set pieces, including game software as applicable
24. Contact information for any questions

*Crew list must be in keeping with cable television industry standards and be as clear and self-explanatory as possible (e.g., "JR Camera Operator" is not acceptable, "Junior Camera Operator" is; "Local Fixer" means "Local Production Manager" and is used typically for shoots outside of the producer's base of operations).

13.3 Payment and the Production Bible Requirement

If producer is required to deliver a **FORMAT** PRODUCTION BIBLE, producer shall not be paid the final installment for the then-current series' order unless a complete Format Production Bible is delivered or Hayley Babcock has waived the obligation in writing.

XIV. SHORT-FORM PROGRAMS

14.1 Short-Form Definition

A+E NETWORKS defines short-form programs as programs that are separate and distinct from the originally produced long-form program. The material used to build the short-form should be different than the materials used as snap-ins (see section 1.9). Supplier delivered short-form should be approved by the programming teams prior to final delivery in the same way that rough-cuts/fine-cuts are uploaded via Box.com for long-form approvals.

14.2 Short-Form Deliverables

In the event that you are required to deliver short-form programs, **rights to all materials used must be cleared for use in all media, worldwide, in perpetuity.** All suppliers who have been contracted to create short-form content must deliver in the same fashion, format and frame rate as the long-form program masters described in the deliverables section of this document 1.17. All technical requirements, including video and audio specs, are the same as those for long-form deliverables.

14.3 Short-Form File Delivery via Aspera

All suppliers who are already delivering long-form content to A+E networks will use the same delivery protocols for delivery of short-form content, including Debut file naming and metadata delivery. For each short-form you are delivering one file, texted and textless on the same file with 12 audio tracks and closed captions – **the same as long-form.** Although short-form delivers to the same location as long-form, the requirements for file naming and metadata may be different. Please contact the Global Acquisitions representative handling shortform prior to delivery. Also please contact the short-form coordinator, Danielle Savoy, 212-551-1591 Danielle.Savoy@aenetworks.com to get appropriate content metadata forms to fill out.

14.4 File Delivery Specifications

Type: Apple ProRes 422 HQ
Resolution: 1920x1080
Video Compression Codec: ProRes
Container: QT
Frame Rate: (native frame rate – same as long-form delivery - 59.94i, 23.98PsF, 50i) 25PsF
Bitrate: 175Mbps for 23.98p, 220Mbps for 59.94i, 185 for 50i and 25p
Bit Depth: 10
Audio: PCM
Audio Sample Rate: 48kHz
Audio Bitrate: 24bit
Audio Configuration: One mono audio stream per channel
Closed Captioning Location: QuickTime caption track, both 608 and 708 compliant
One texted, 12 audio tracks, textless at tail:
      Channel 1 & 2: Stereo Full-mix Left/Right
      Channel 3 & 4: Stereo M&E Left/Right (undipped)
      Channel 5: Isolated Dialogue
      Channel 6 & 7 Stereo SFX/SOT Left/Right (undipped)
      Channel 8 & 9 Stereo MED Left/Right (mix minus narration)
      Channel 10 & 11: Stereo Music Left/Right (undipped)
      Channel 12: Narration

Please include bars/tone and slate for each media file delivery and use the same header build as for long-form deliveries.

14.5 Short-Form Rights Bibles

You must upload a separate Rights Bible for each short form program to Debut. The document requirements for Short-Form rights bibles are *exactly* the same as those for long-form programs. (See section 12.1.)

Debut™

https://debut.aenetworks.com/

To activate your account please contact:

Kathy Pack
Katherine.Pack@aenetworks.com
(212) 424-7347

Once an account is activated, please access the online tutorials available in Debut under the "Help" tab for detailed training.

The following deliverables are required [file type]
- Talent/Host/Narrator Agreements [Adobe .pdf]
- Third-Party Visual Licenses (archival footage, stills)[Adobe .pdf]
- Third-Party Music and Composer Agreements [Adobe .pdf]
- Personal and Location Releases [Adobe .pdf]
- Shot Sheet [Microsoft Excel .xls or .xlsx]
- Music Cue Sheet (via Soundmouse; see section 12.6)
- E&O Certificate [Adobe .pdf] – Uploaded on the PAC level
- Synopsis [Microsoft Word .doc or .docx]
- Timecoded Script [Microsoft Word .doc or .docx]
- Timecoded Lower Thirds [Microsoft Word .doc or .docx]

XV. The Producer Suite

http://producersuite.aenetworks.com

The Producer Suite is the one-stop-shop for all of your needs during production and postproduction. No more searching through emails, contracts and websites for information.
Website: http://producersuite.aenetworks.com

The A+E Networks Producer Suite offers a one portal "front door" to:
- Debut – Rights Bible Delivery
- A+E Music Production Blanket Libraries
- Network Program Technical Deliverables
- Production/Post-Production instructions, references and sample documents
- Archive Footage and Photo Discounts
- Custom Music Scoring
- Soundmouse Music Cue Sheet Submission Tool

A+E NETWORKS™
LIFE, MAGNIFIED

PRODUCER SUITE
HELPING MAKE PRODUCTION SHORTER + SUITER

Debut

Submit and track receipt of your Legal, Programming, and Finance deliverables such as rights bibles, scripts, and invoices

box

Simple and secure cloud-based video and file sharing portal

PROGRAMMING & PRODUCTION CONTACTS

Access list of contacts for Programming and Production departments

INVOICING PROCEDURES

Access instructions for invoicing via Debut and our Electronic Payment Registration Form

MUSIC & VISUAL RESOURCES

Add FREE cutting edge music to your production, enter and submit music cue sheets, find custom composers, and get discounted rates on archive footage and photos

TECHNICAL SPECIFICATIONS & DELIVERABLES

Access technical information to support your production, post-production and delivery process

A&E   LIFETIME   HISTORY   LIFETIME MOVIES   fyi,   VICELAND   CRIME+ INVESTIGATION   MILITARY HISTORY   LRW   HISTORY

INVOICING PROCEDURES

Access instructions for invoicing via Debut and our Electronic Payment Registration Form

INVOICING

CLICK HERE TO DOWNLOAD

Instructions on how to invoice via Debut

ELECTRONIC PAYMENT

CLICK HERE TO DOWNLOAD

Our ACH Form for Electronic Payment

MUSIC & VISUAL RESOURCES

Add FREE cutting edge music to your production, enter and submit music cue sheets, find custom composers, and get discounted rates on archive footage and photos

soundmouse

Create, edit and submit music cue sheets

Click "Sign Up" on the Sound-mouse page to register

A+E NETWORKS™ PRODUCTION MUSIC

Production Libraries

Access the A+E Networks' pre-paid, pre-cleared, pre-approved and available at no cost Production Music Libraries

A+E NETWORKS™ PRODUCTION MUSIC

Custom Music Cues

Offering today's top television composers and breaking new artists at preferred, pre-negotiated rates

MEDIA ASSET SERVICES

CLICK HERE TO DOWNLOAD

All media provided at sole discretion of A&E Television Networks

TECHNICAL SPECIFICATIONS & DELIVERABLES

Access technical information to support your production, post-production and delivery process

GLOBAL PROGRAM ACQUISITIONS

Access the most recent file delivery documentation, instructions and sample documents

QC & TECHNICAL OPERATIONS

Access the most recent pre-delivery documentation and instructions

PRODUCTION DELIVERY & TECH REQUIREMENTS

CLICK HERE TO DOWNLOAD

Guide to ensure program deliverables meet all technical requirements

GRAPHICS DELIVERY SPECIFICATIONS & INSTRUCTIONS

CLICK HERE TO DOWNLOAD

Graphics Toolkit delivery specifications and upload instructions

TEXTLESS AT TAIL INSTRUCTIONS & SAMPLE

CLICK HERE TO DOWNLOAD

Instructions on providing textless at the tail of the texted master

CREDITS STYLE GUIDES

Credits Style Guides with samples for programs on A+E Networks

TIMING SHEETS SAMPLES

Samples of Timing Sheets for *unscripted* programming based on the program length and the frame rate

NETWORK BUG SAMPLES

Sample images displaying positioning of a network bug by network

APPROVED CAMERA LIST

CLICK HERE TO DOWNLOAD

List of all camera models accepted by A+E Networks for the footage capture

GLOBAL TE TECH SPECIFICATIONS

CLICK HERE TO DOWNLOAD

Technical specifications for Global Technical Evaluation acceptance and a list of common issues

PRE-QC FILE APPROVAL UPLOAD INSTRUCTIONS

CLICK HERE TO DOWNLOAD

Instructions on uploading of test clips for review and approval prior to delivery