

XVIII. Pre '60 Theatrical Pictures; Pay Television

(a) The exhibition of any motion picture by television for which a charge is paid by or assessed to or collected from the viewing

audience, including subscription, telemeter, or any other method whereby a charge is paid by the viewing audience for the right to view such motion picture, is herein referred to as "pay television."

A "free television" picture is a motion picture initially released on television, other than pay television.

As to all motion pictures, it is recognized and acknowledged that the Producer has the unrestricted right to use, exhibit and market the same for any purpose, in any manner and by any method now known or hereafter developed, and that the Producer does not hereby relinquish or surrender any of its property rights therein. Except as otherwise specifically provided herein, the exhibition of a motion picture by pay television is theatrical exhibition and is merely an extension or substitute for the theatrical box office.

(b) It is expressly understood and agreed that the IATSE and its Locals do not and will not make any claim for compensation or other payments with respect to the exhibition on any form of television (whether pay television or free television) of theatrical motion pictures, the principal photography of which commenced prior to January 31, 1960, and that, with respect to theatrical motion pictures, the principal photography of which commenced on or after such date, Producer's only obligation, with respect to the exhibition of such pictures on free television, is to make the payments as referred to in Article XIX, entitled "Post '60 Theatrical Motion Pictures," or Article XXVIII A., entitled "Special Residual Formula For Theatrical Motion Pictures Licensed to Free Television, Supplemental Markets and/or New Media for which a Minimum Guarantee or Non-Returnable Advance is Payable," and with respect to motion pictures, the principal photography of which commenced on or after August 1, 2018, Producer's obligations shall be those contained in this Basic Agreement.