

“Freeview” AERIAL INSTALLER TRADE MARK LICENCE

THIS LICENCE dated _____
is made BETWEEN:

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

(the “Licensee”); and

DTV Services Limited

a company incorporated under the laws of England whose
principal office is at: 27-29 Cursitor Street, London, EC4A
1LT (“the Licensor”)

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

1 Definitions

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

“Installation” – comprising of a domestic aerial system
using (“CAI”) Confederation of Aerial Industries
benchmarked components including aerials, cables, wall
plates and fly leads as detailed on the CAI website from
time to time.

“Publicity Material” - any paper-based or online
promotional material as well as vans and motor vehicles,
produced by the Licensee for the purpose of advertising and
marketing the Products or Services.

"Aerial Installer Services Guidelines" - the guidelines for
aerial installers under the Trade Mark attached hereto in
schedule 2 as amended from time to time by the Licensor.

“Services” - all the free to view channels (including text and
interactive) available on DTT.

“Term” - the period this licence is in force, subject to clause
5.

“Territory” - United Kingdom

“Trade Marks” - The word marks and devices, i.e. trade
marks consisting of or including graphic elements, set out in
Schedule 1

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

2 Licence

2.1 The Licensor grants to the Licensee during the Term a
non-exclusive, non-transferrable right to use in the
Territory, the Trade Marks in or on Publicity Material
subject to the terms and conditions of this Licence.

2.2 The Licensee shall ensure that all Publicity Material
carrying the Trade Mark has been approved by the Licensor
prior to any use in accordance with the Approvals Procedure
in Schedule 3.

2.3 The Licensee shall use the Trade Marks:

2.3.1 in the form supplied by the Licensor; and

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

2.3.3 in accordance with the Brand Guidelines and the
Aerial Installer Services Guidelines.

2.4 The Licensee shall not use any Trade Mark in a manner
that misrepresents the Licensee’s association with the
Licensor.

2.5 The Licensee may not apply the Trade Mark directly to
any Installation.

2.6 The Licensee shall not use the Trade Mark in such a
way as to suggest or imply that it is a kite mark or a
standard for the functionality or technical specification of
the Installation or imply that the system or work is in any
way endorsed by Freeview.

2.7 The Licensee undertakes that its use of the Trade Mark
shall preserve, promote and not undermine the goodwill in
the Trade Mark.

3 Rights in and Registration of the Trade Marks

3.1 The Licensee acknowledges and agrees that:

3.1.1 the Licensor is the proprietor of the Trade Marks, any
copyright subsisting in and the goodwill relating to the
Trade Marks

3.1.2 the benefit of all use of the Trade Marks and any
additional goodwill accrued as a result of the Licensee’s
activities in connection therewith shall inure to the Licensor

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

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

3.1.5 except as provided by this Licence, the Licensee will
not make use of the name of the Licensor or any of its
Subsidiaries (present or future) or of any other trade mark,
design, copyright or other intellectual property in which the
Licensor has proprietary rights

3.1.6 any trade mark application in respect of the Trade
Marks may be made only by the Licensor and the Licensee
will not make or attempt to make any such trade mark
application. The Licensee shall if so required by the
Licensor co-operate with the Licensor in securing or
attempting to secure registration of the Trade Marks
anywhere in the Territory (which shall include providing
such written details and further samples of the Publicity
Material as the Licensor may reasonably request). The
Licensee’s reasonable costs in complying with this sub
clause shall be met by the Licensor

3.1.7 the Licensee will on receipt of a request from the
Licensor enter into any further agreements or execute any
documents deemed necessary by the Licensor in order to
give effect to sub clause 3.1.2 and/or to secure any
registrations or cancellations pursuant to sub clauses 3.1.6

3.1.8 the Licensor shall have no obligation to register the
Trade Marks.

3.2 The parties hereby acknowledge and agree that neither shall acquire rights in the other's trade marks by virtue of their use in connection with the Publicity Material.

4 Trade Mark and Copyright Notices

The Licensee shall cause to appear in or on any Publicity Material on which the Trade Marks appear the following notices (or the relevant part thereof as appropriate):

"FREEVIEW and the FREEVIEW logo are trade marks of the DTV Services Ltd and are used under licence. Freeview Logo © DTV Services Ltd 2002."

and/or such other legends, markings or notices and in such locations and sizes as the Licensor may from time to time require in order to give appropriate notice of the Licensor's trade mark or other intellectual property rights.

5 Termination

5.1 Subject to sub clause 5.2 below, this Licence shall terminate at the end of the Term.

5.2 The Licensor may terminate this Licence immediately on the giving of written notice to the Licensee if:

5.2.1 the Licensee commits a breach of any of the obligations and conditions imposed upon it by this Licence and does not remedy such a breach (if capable of remedy) within 30 (thirty) days after receiving written notice from the Licensor to do so; or

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

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

5.2.4 the Licensee undergoes any change in control, the Licensee being required immediately to give written notice to the Licensor of any such change in control;

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

5.2.6 the Licensee challenges the validity of any of the Trade Marks

and on such termination the Licensee shall immediately cease using the Trade Marks in any form and the Licensee shall (at the Licensor's sole option) destroy or return to the Licensor all materials in the Licensee's possession bearing the Trade Marks and all rights granted under this Licence shall immediately revert to the Licensor.

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

6 Infringement by third parties

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

The Licensee shall not be entitled to bring proceedings under s. 30 Trade Marks Act 1994.

7 Indemnity

The Licensee shall be liable for, and shall defend, indemnify on demand, and hold harmless the Licensor against, all professional expenses, liabilities, claims, judgments, actions, debts or rights of action (of whatever kind), and all costs (including legal costs), damages, legal fees, losses and expenses of any nature whatsoever incurred or suffered by the Licensor whether direct or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) which arise out of, or are caused by, or result from any dispute or contractual, tortious or other claims or proceedings brought against the Licensor by reason of the acts or omissions of the Licensee or of its employees, agents or subcontractors which are inconsistent with the Licensee's obligations, warranties, representations or agreements under this Licence. The obligations set out in this sub-clause shall not extend to death or personal injury resulting from the negligence of the Licensor, its servants or agents nor to any other liability which the Licensor is prohibited from excluding by law, and shall survive variation, renewal or termination of this Licence.

8 Address for Notices

All notices given by the parties under this Licence shall be in writing and delivered by registered post, airmail or facsimile (with a copy posted) to the respective addresses or facsimile numbers of the parties as advised from time to time.

9 Assignment etc.

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

9.2 Without prejudice to the generality of clause 9.1 above, the Licensor acknowledges that third parties may be subcontracted to print or produce the Publicity Material for the Licensee. Such third parties shall not be permitted to distribute the Publicity Material to any party other than the Licensor and/or the Licensee, or deal with the Publicity Material in any other way.

10 General

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

10.2 No amendment of the terms of this Licence shall be valid or binding unless made by prior written agreement between the parties and signed by their duly authorised representatives.

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

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

10.5 No person who is not a party to this Licence has or shall have any right under the Contracts (Rights of Third Parties) Act to enforce any term of this Licence.

10.6 This Licence represents the entire understanding between the parties.

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

DULY EXECUTED

SIGNED for and on behalf of the **Licensor**

Signature _____

Name _____

Title _____

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

Signature _____

Name _____

Title _____

Schedule 1: "FREEVIEW"



Schedule 2

Aerial Installer Services Guidelines

The Trade Mark may be used for Publicity Material, e.g. in catalogues, advertising and point of display promotions, provided that:

1. the Licensee is CAI (Confederation of Aerial Installers) registered
2. the Licensee abides by the 'Good Practice' guidelines including the use of CAI Benchmarked components (coaxial cables and aerials)
3. the Licensee commits to making coverage checks to ensure high probability of sale or reception to customers who are within the DTT reception area
4. the Licensee informs the customer where, because of the digital frequencies in use in certain areas, there is a high probability that a new (wideband) aerial is needed
5. the Licensee advises on connections and where appropriate offers any supplementary equipment required
6. the Licensee supplies the Licensor with advance details of marketing activity incorporating the brand and obtains written approval prior to use of the relevant materials
7. The logo should not be added or used on any vehicle which is older than 5 years from its first date of registration

Schedule 3

Publicity Material as manufactured, sold or issued.

APPROVALS PROCEDURE

1 The Licensee shall provide Samples to the Licensor together with a written request for approval of them:

- 1.1 for webpage use, 5 days before using the Trade Marks on any live webpage
- 1.2 in any other case, 5 days before producing the Publicity Material

For the purpose of this Schedule 3 "Samples" shall mean (where the Trade Marks are to be used on a live webpage) a screen shot or other representation of the format of the webpage and the proposed address of that page, or (in any other case) two (2) true and accurate samples of proposed Publicity Material.

2 Where practicable, the Licensor shall use reasonable efforts to inform the Licensee whether or not the Samples are acceptable:

- 2.1 for On-line Use, within 2 days
- 2.2 in any other case, within 2 days

of receipt of the Licensee's request for approval.

3 The Licensee warrants that the Publicity Material shall conform in every way to the Samples as approved by the Licensor and undertakes that:

- 3.1 it will make no use of any of the Trade Marks or of the Licensed Publicity Material other than for the purposes of complying with paragraph 1 unless and until the Licensee has the express written approval of the Licensor
- 3.2 it will not make any alterations, modifications or changes to the Licensed Publicity Material without the specific written consent of the Licensor.
- 3.3 for On-line Use, it will email a link to the webpage on the day it goes live and inform the Licensor immediately of any change to the web address
- 3.4 in cases other than for On-line Use, it will supply to the Licensor free of charge further Samples of the Licensed Publicity Material as issued no later than the first day on which the Licensed Publicity Material is so released, and, upon request by the Licensor (at intervals not more frequent than quarterly) and at the Licensor's cost (which shall be at cost or the best trade price if greater), supply to the Licensor further Samples of the Licensed

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

Name: Mark Scown
Position: Brand Manager
Address: DTV Services Ltd
27-29 Cursitor Street,
London, EC4A 1LT

Tel: 020 7269 0864
Fax: 020 7269 0860
Email: mark.scown@freeview.co.uk