

GENERAL TERMS AND CONDITIONS FOR OCCASIONAL SERVICES

1: DEFINITIONS

In addition to capitalised terms defined elsewhere in the Agreement, the following capitalised terms will have the meanings given below:

"**Agreement**" shall mean the GTC together with the Order Form.

"**Business Days**" shall mean Monday to Friday except for French bank holidays.

"**Capacity**" shall mean the capacity as described in the Order Form.

"**Charges**" shall mean the charges as defined in the Order Form.

"**Confidential Information**" shall mean all information in any form, which is either stated to be confidential or secret or is by its nature implicitly, including without limitation the terms of this Agreement as well as any detailed circumstances of a technical incident related to the Service. In addition, Parties agree that any information related to the businesses of either Orange, as long as Globecast is part of the Orange Group, or the Capacity provider shall also be considered as a Confidential Information.

"**Content**" shall mean any and all messages, information, data or any other content comprised in the Customer Signal.

"**Customer**" shall mean the customer mentioned on the Order Form.

"**Customer's Signal**" shall mean the signal provided by the Customer to Globecast.

"**General Terms and Conditions**" or "**GTC**" shall mean the present document.

"**Globecast**" shall mean Globecast France, SAS registered in Nanterre under N° 440 186 740, whose registered office is at 5 allée Gustave Eiffel - 92136 Issy-les-Moulineaux Cedex - FRANCE.

"**Order Form**" shall mean the document which formalises the firm order of a Service by the Customer.

"**Parties**" shall mean the Customer and Globecast.

"**Service**" shall mean the service as defined in the Order Form.

"**Specific Conditions**" shall mean any additional term to the GTC or any term amending the GTC.

2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to define the terms and conditions under which Globecast will provide the Service to the Customer. The provision of a Service by Globecast to the Customer implies the Customer's full and unconditional acceptance, without reserve, of the Agreement. Terms and conditions of the Customer will not apply to the provision of the Service.

3: ORDER OF PRECEDENCE

In case of contradiction between the provisions of the GTC and the provisions of the Order Form, the latest will prevail.

4: ENTRY INTO FORCE

This Agreement shall come into force on the date the Order Form is placed.

5: THE SERVICE

5.1 In consideration of the Customer performing all its obligations under this Agreement, Globecast shall provide the Customer with the Service as technically described in the Order Form, according to the GTC.

5.2 Globecast will use all reasonable endeavours to provide the Service to the Customer.

5.3 Globecast will be able to modify any technical and operational parameter or equipment used to provide the Service as defined in the Order Form without the Customer's previous consent provided there is no impact on the quality of the Service as described in the Order Form. Such modification shall not in any case entitle the Customer to any indemnification or financial compensation whatsoever. In particular, the Parties expressly acknowledge and accept that the Satellite Capacity's reception frequency is a parameter that could be modified by Globecast.

5.4 The Customer acknowledges that it has checked that the Service corresponds to its needs and that it has received from Globecast all the information and advice that it needed before deciding to subscribe to the Service.

5.5 If an interruption of the Service or a failure of the Service to meet the technical characteristics described in the Order Form, (hereinafter referred to as an "Incident") is detected by the Customer, it will report such Incident as soon as possible to:

GLOBECAST CSC Occasional
 Phone number: + 33 1 44 61 38 50
 Fax number: + 33 1 44 61 38 51
 Email: serfe.gcc@Globecast.com

5.6 As soon as Globecast is aware of an Incident affecting the Service, it will investigate to assess the origin of the Incident and correct it.

5.7 If any penalty for an Incident is set out in the Order Form, the Parties agree that:

- said penalties will only be due for Incidents lasting 30 seconds or more and preventing the use of the Service; and
- said penalties shall be paid to the Customer in full and final settlement and satisfaction of Globecast's entire liability in

contract, tort or otherwise, for any loss, damages, costs or expenses suffered or incurred by the Customer arising from the Incident.

6: CUSTOMER'S OBLIGATIONS AND WARRANTIES

6.1 The Customer shall be responsible:

- for providing information promptly upon request from Globecast, which Globecast reasonably requires from time to time in relation to the provision of the Service and the performance of this Agreement;
- for providing the Customer's Signal to Globecast in a form suitable for receipt and transmission and shall ensure that the Customer's Signal at all time complies with the technical characteristics described in the Order Form;
- for complying with any applicable operating conditions of the Capacity provider imposed on Globecast that concern use and delivery of the Service to the extent that such conditions has been previously notified to the Customer; and
- for providing at its own expense all logistic and technical elements needed for the provision of the Service, as required by Globecast depending on the type of Service (including but not limited to, if applicable: parking space, electricity, unscrambling device of the Customer's Signal ...).

6.2 The Customer shall be solely responsible for the Content and warrants that:

- the Content does not breach any applicable law and regulations. The Customer consequently undertakes not to transmit or broadcast directly or through a third party, any Content infringing the laws of the country in which such Content is made available and to particularly comply with the provisions of the European Directive N° 89/552 dated November 3rd, 1989 as modified, the European Directive N° 2010/13/UE dated March 10th, 2010 and of the French law N° 86/1067 dated September 30th, 1986 as modified;
- the Content does not breach any intellectual property right, obligation of confidence, or any other third party's right.

6.3 The Customer warrants that it has all requisite powers and authority to enter into and perform its obligations under this Agreement and to receive the Service from Globecast. In particular the Customer warrants that it is in possession of all the necessary licenses, and authorisations from any competent body and complies with any applicable legal, regulatory or administrative obligations.

6.4 If Globecast or the Capacity provider consider that the Customer's use of the Service threatens the health of the Capacity or interferes, disrupts or causes loss to other services using the Capacity's satellite (in particular as a result of third party jamming of the Customer Signal),, the Customer shall cease any use of the Capacity immediately upon receipt of telephone or written or e-mail notice issued by Globecast or the Capacity provider. In such case:

- Globecast may in its sole discretion either suspend the Service or terminate the Agreement immediately by written notice to the Customer; and
- Globecast or the Capacity provider shall under no circumstances be obliged to institute legal proceedings against any third party.

6.5 The Customer undertakes to use the Service for its own use and not to allow whole or partial use by a third party unless differently stated in the Order Form.

6.6 Without prejudice to Globecast's other rights and remedies, the Customer shall indemnify, defend, and hold Globecast harmless from and against all liabilities, demands, losses, costs, damages and actual expenses (including reasonable legal fees) suffered or incurred by or awarded against Globecast (i) in consequence of any actions or omissions of the Customer or any third party duly authorised by Globecast in the Order Form that are inconsistent with, or are in breach of, the Customer's obligations and warranties under this Agreement, and (ii) in consequence of any proceeding brought against Globecast by any third party in relation with the Content.

7: EXCLUSION AND LIMITATION OF LIABILITY

7.1 Globecast will not be liable for any special, incidental, indirect, or consequential damages whatsoever (including without limitation, damages for loss of goodwill, lost profits, lost savings or lost opportunities, business interruption, loss of use loss of commercial image, loss of data) even if such damage was foreseeable or Globecast had been advised of the possibility of such damage.

7.2 Globecast's liability, whether for negligence, breach of contract, misrepresentation or otherwise, for direct loss or damage under the Agreement will be limited, for all claims in aggregate, to the Charges of the relevant Order Form.

7.3 Globecast shall have no liability to the Customer if it has not notified in writing to Globecast the circumstances giving rise to the action within two (2) Business Days of the occurrence of the

said circumstances or the date the Customer became aware of them or the date when it ought to have become so aware.

- 7.4 This Agreement sets forth all Globecast's obligations, warranties, representations and liabilities (including any liability for the acts and omissions of its employees, agents and subcontractors) in relation to the provision of the Service. Except as expressly stated in this Agreement, all other terms, conditions, warranties, and undertakings, express or implied, statutory or otherwise in respect of Globecast's liability under or in respect of this Agreement are hereby excluded.

8: PRICE, INVOICING AND PAYMENT TERMS

- 8.1 Globecast will invoice the Charges monthly in arrears unless differently stated in the Order Form.
- 8.2 Globecast will apply the following minimum booking periods, unless differently stated in the Order Form:
- For emission and reception Services: orders should be placed for a minimum booking period of fifteen (15) minutes, and then for additional indivisible periods of five (5) minutes;
 - For satellite Capacity Services: orders should be placed for a minimum booking period of fifteen (15) minutes, and then for additional indivisible periods of five (5) minutes;
 - For any other type of Services: minimum booking periods, if applicable, will be provided by Globecast on a case by case basis and set out in the Order Form.
- 8.3 The Customer shall pay the Charges within thirty (30) calendar days as of the invoice date unless differently stated in the Order Form.
- If any sum hereunder is not paid by the due date then Globecast will charge (without prejudice to any of its other rights and remedies) interest on such sum on a day to day basis, such interest to run from the due date to the date of payment (both dates inclusive) at the rate of the European Central Bank in force + 10 (ten) points. In addition to the aforementioned late payment penalties, a fixed debt recovery fee of forty Euros (40€) will be charged to cover debt recovery costs in accordance with the provisions of French Decree of 2 October 2012. Should the debt recovery costs incurred by Globecast be greater than the fixed debt recovery fee, the Customer will be liable to pay Globecast's actual debt recovery costs as duly evidenced by appropriate documents. The Parties expressly agree that above-mentioned late payment penalties and debt recovery fee will be due automatically without any formality or notice.
- 8.4 The Customer has a time limit of thirty (30) calendar days from the date an invoice is dispatched to inform Globecast of any items of the invoice it intends to dispute in a letter stating the reasons therefore. In the event of any dispute regarding an invoice, the aggregate of the sums owed, including the disputed sums, are to be paid at the scheduled due dates. In the event of any dispute which has been accepted by Globecast, it being understood that Globecast may only challenge the validity of a dispute on legitimate and reasonable grounds, Globecast shall reimburse the sums corresponding to the disputed services.
- 8.5 If no letter stating the reasons for a disputed invoice is notified within the above mentioned period of thirty (30) calendar days, the Customer shall thereafter be deemed to have approved the amounts specified on the invoice. Any disputes regarding such invoices shall thereafter be inadmissible.
- 8.6 Globecast may require before the Service provision a payment in advance or a deposit. This deposit may be either a cash security deposit (in this case the Customer waives the right to receive any interest) or, a first demand bank guarantee issued by a creditworthy French bank or, a security guarantee from a creditworthy entity.
- 8.7 The Parties agree that Globecast might set off any sum due by the Customer under this Agreement, not paid by the due date, against any other sum due by Globecast to the Customer under any other contract agreed between Globecast or any Globecast's affiliate and the Customer. Globecast affiliate shall mean any entity which is directly or indirectly owned or controlled by Globecast Holding, Globecast's mother company. For the purpose of this definition, the term "control", as applied to all entity, shall mean, the direct or indirect, possession of at least thirty (30) % of voting right or the power to elect board directors or representative of this entity by means of contractual arrangements or otherwise.

9: TAXES

- 9.1 The Charges have been quoted exclusive of any taxes, including VAT or any comparable tax, relating to this Agreement.
- 9.2 Any taxes, duties, including but not limited to VAT and withholding taxes, relating to this Agreement shall be solely borne by Customer who will pay them to the relevant tax administration under the applicable legislation. As a consequence, the amount to be paid to Globecast shall in all cases be equal to what Globecast would have received if none of the above-mentioned taxes had been deducted, withheld or paid for.
- 9.3 The Customer (i) warrants to Globecast that he is not part in any scheme that could be considered as circumventing applicable laws regarding VAT (e.g. missing trader fraud schemes) and, (ii) undertakes to take any reasonable due diligence measure to

control that the companies he is contracting with are not part of any such scheme.

10: FORCE MAJEURE

- 10.1 Globecast shall not be liable for any failure or delay in performance of its obligations under this Agreement, except for completing any due obligation of payment related to a Service that has already been provided, where such failure or delay is due to a Force Majeure Event. A "Force Majeure Event" shall mean an event outside a Party's reasonable control including but not limited to: total or partial strikes, lockouts, epidemics, breakdown of transportation, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or any competent authority, Globecast's compliance with any obligation or instructions applicable to this Agreement from the Capacity provider, any governmental, legal or statutory restrictions making impossible the provision of the Service, act of god, earthquakes, fire, lightning, explosion, flood, storms, high winds, bad weather conditions, any event in space affecting the space sector or wireless transmission such as meteorites, heavy ions, electrostatic discharges, special solar activity, meteorological and astronomic disruptions, radioelectric disturbances, end of life of the Capacity or any other cause whether similar or dissimilar to the foregoing.
- 10.2 If a Force Majeure Event continues for a period of more than seven (7) calendar days, either Party shall have the right to terminate this Agreement on written notice without either Party being entitled to indemnification.

11: ECONOMIC SANCTIONS PROGRAMS

- 11.1 The Parties, this Agreement and the activities under this Agreement must comply with Economic Sanctions.
- 11.2 Each Party warrants, as of the Effective Date and for the duration of the Agreement, that neither a) itself nor b) its Affiliates engaged in the performance of this Agreement, c) users (in respect of Customer) or d) officers or directors or members of the management of a), b) and c) above are subject to sanctions issued by a national or international body administering Economic Sanctions in any country or included on a list maintained by such body for the purposes of enforcing Economic Sanctions. If a Party ceases to comply with the above warranty at any time it will immediately notify the other Party.
- 11.3 If and to the extent necessary to comply with any Economic Sanctions, a Party will be entitled, without liability to the other Party, to immediately suspend or terminate any of the affected Services or whole or part of the Agreement by written notice to the other Party.
- 11.4 For the purpose of this article:
 "Affiliate" means any person or entity controlling (individually or jointly), controlled by or under common control with the Parties, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.
 "Economic Sanctions" means the economic, financial, trade sanctions programs, restrictions, prohibition or embargos against certain countries, individuals or entities in accordance with the resolutions of the United Nations Security Council (UNSC) or under the laws and regulations of the European Union and its member states, the United States, or of any other relevant countries or authorities.

12: SUSPENSION / TERMINATION

- 12.1 Globecast may in its sole discretion either suspend the Service or terminate the Agreement immediately by written notice to the Customer if the Customer commits a material breach of any of its obligations under this Agreement.
- 12.2 The Customer shall remain liable to pay the Charges during any period of suspension under provisions 12.1 above.
- 12.3 The Customer may terminate this Agreement by written notice to Globecast if Globecast commits a material breach of any of its obligations under this Agreement and fails to remedy such breach within fifteen (15) calendar days of written notice from the Customer.
- 12.4 Both Parties may terminate this Agreement in the event of a Force Majeure Event subject to the conditions set out in article 10 above.
- 12.5 The early termination of the Agreement by the Customer is subject to the following conditions:
- The early termination shall be notified by the Customer by fax or by email to:
 Globecast Booking and Planning
 Fax Booking: + 33 1 46 48 95 08
 Email Booking: paris.bookings@Globecast.com
 Fax Planning: +33 1 46 15 42 52
 Email Planning: planning.gcr@Globecast.com

- Globecast will apply the following early termination penalties:

Cancellation reception - Notice to Globecast Booking	% of the Charges
More than 30 days prior to the Service starting date	20%
Between 30 days and 8 days prior to the Service starting date	40%
Between 7 days and 1 day prior to the service starting date	75%
Less than 24 hours prior to the service starting date	100%
No show at service starting date	100%

- 12.6 Any amendment of the Agreement is subject to the following conditions:
 - The amendment shall be notified by the Customer by fax or email to the Booking and the Planning of Globecast and shall include the following conditions:
 - the duration of the amended Service shall be at least equal to the duration of the initial Service; and
 - the amendment notification shall be received by Globecast at least 24 hours before the commencement date of the initial Service if the Agreement is related to an AsiaSat Capacity, and at least 6 hours before the commencement date of the initial Service if the Agreement is related to any other Capacity.
 - If both conditions are not fulfilled, the amendment will not be accepted and the Customer will be able to terminate the Agreement subject to cancellation conditions referred to in article 12.5 above.
- 12.7 Upon the expiry or early termination of an Agreement related to a Eutelsat Capacity, the Customer shall cease, and cause its customer(s) to cease, all transmissions and use of the Capacity. For the avoidance of doubt, Globecast will be entitled, inter alia, to discontinue the provision of the Capacity by all technical and operational means upon the expiry or early termination of the Agreement. In the event of non-compliance by the Customer with this provision, Globecast shall be entitled to require that the Customer pay liquidated damages in an amount equal to one hundred and fifty Euros (€150) plus Capacity charges two (2) times higher than the rate card price for each hour during which the Customer continues to use the Capacity after the expiry or early termination of the Agreement. This payment shall be applied pro rata to any period that is less than one hour.
- 12.8 In the event of termination, the Customer shall within seven (7) Business Days of the effective date of termination:
 - pay to Globecast all Charges due up to termination;
 - pay to Globecast any due penalty ; and
 - except if the termination is motivated by a material breach of Globecast, reimburse to Globecast any cost or expense incurred by Globecast related to the termination, including but not limited to any sum that Globecast might have to pay to the Capacity provider or to any other third party.
- 12.9 Any termination of this Agreement shall be without prejudice to the rights or remedies of either Party against the other Party in respect of any breach of this Agreement.

13: CONFIDENTIALITY

- 13.1 The Parties, shall treat as strictly confidential all Confidential Information obtained from or otherwise disclosed to the other in connection with this Agreement and shall not divulge such Confidential Information to any third party without the prior written consent of the Party disclosing the Confidential Information. The provisions of this article shall not apply to any information which is (i) in or enters into the public domain other than by breach of this article; (ii) in the possession of a Party prior to its disclosure to it under the terms of this Agreement; (iii) obtained from a third party without restriction; or (iv) required to be disclosed by law or by any legal, administrative or governmental competent authority. Both Globecast and the Customer agree that all Confidential Information is, and shall remain the property of the Party disclosing the same.
- 13.2 Notwithstanding the above, Globecast shall have the right to publicise the existence of this Agreement and use the name of the Customer as well as its distinctive signs for the purpose of so publicising the existence of this Agreement.

14: APPLICABLE LAW AND JURISDICTION

- 14.1 This Agreement is governed by French law.
- 14.2 The Parties hereby irrevocably submit any disputes under this Agreement to the "Tribunal de Commerce de Paris".

15: MISCELLANEOUS

- 15.1 **Compliance with Laws.** The Parties will comply in all material respects with applicable laws, rules and regulations, now in effect or hereinafter enacted or adopted, in the jurisdiction in which the Services are provided. In particular, each Party will comply with their obligations under applicable data protection legislation, Customer acting in its capacity as data controller and Globecast acting in its capacity as data processor.
- 15.2 **Relationship.** Nothing in this Agreement shall be deemed to constitute between the Parties a relationship of principal and

agent, association, partnership, joint venture, or any other legal entity, any other fiduciary relationship.

- 15.3 **Non waiver.** No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will be considered as a waiver of them.
- 15.4 **No third party beneficiaries.** This Agreement does not create any right or benefit enforceable by any third party unless differently stated in the Order Form..
- 15.5 **Assignment.** The Parties shall not be entitled to assign or otherwise transfer all or any part of this Agreement without the express written consent of the other Party. Notwithstanding the above statement, Globecast may without the Customer's consent assign or transfer all or any part of this Agreement to a Orange Group company as long as Globecast is part of the Orange Group ; or in case of a merger, partial spin-off or divestment of assets.
- 15.6 **Financial Information** Globecast reserves the right to transmit, at any time during the term, all information enabling the assessment of the Customer's or the creditworthiness, to any Orange group entity.
- 15.7 **Severability.** If any provision of this Agreement is deemed to be unenforceable, it will not affect the validity of the rest of the Agreement.
- 15.8 **Entire agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and cancels all prior agreements, statements and representations written or oral with respect thereto.
- 15.9 **Notices.** Except as otherwise provided in this Agreement, any notice or other document to be served under this Agreement shall be in writing in the English language and will be sufficiently given when delivered (a) by commercial courier, (b) by registered mail, or (c) by facsimile transmission. Notices will be deemed to have been given on the date on which such communication ought to have been delivered in due course of postal or facsimile transmission.
- 15.10 **Survivability.** All provisions that by their nature are intended to survive the expiration of this Agreement (including without limitation article 6, 10, 13 and 14 of the Agreement) shall survive and remain in full force and effect.