

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:

“Associated person” shall mean any natural or legal person and any association, government, state, authority, foundation or trust, who is (a) Affiliate of the Company, (b) Owner of the Company, (c) director of the Company, (d) subcontractor of the Company engaged in the performance of the Contract or (e) any other representative of the Company.

“Agreement” shall mean the GTC together with the Order Form.

“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.

“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 Globecast, 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.

“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.

“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.

“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 attached to the Order form.

“Taxation, Duties and Taxes” shall mean any tax, duty and taxation including (a) VAT and all other sales figure taxes, (b) source withholdings applicable to payments made by the Client, (c) customs duties, excise duties, registration fees and stamp duties, and, (d) the duties and costs specified by applicable laws or regulations for telecommunications and based on sales.

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 Otherwise, for the Services require transmitting Data via the internet network, Globecast shall not be held responsible, in particular, for possible access time, access restrictions, data transmission reliability, interruption of internet access network and/or accidental transmission of viruses or other harmful items, as well as for any transaction made via the internet.
- 5.5 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.

- 5.6** 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
 Email: gcf.mo@globecast.com

- 5.7** 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.

- 5.8** 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 the necessary information in relation to the provision of the Service and the performance of this Agreement promptly upon request from Globecast ;
- for providing the Customer's Signal to Globecast in a form suitable on local production site where event take place for satellite transmission or on video conferencing unit for IP event and shall ensure that the Customer's Signal at all-time complies with the usual technical characteristics or 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 ...), unless otherwise provided in the Order Form.

- 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** In the event that the Customer provides the service of "uplink" during the execution of the Contract, 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

Regarding the economic balance of the Contract, the parties agree as follows.

- 7.1** The responsibility of none of the Parties may be incurred, whatever the basis and nature of the claim, other than in the event of a proven fault by the party, causing a personal, direct and certain loss to the other party. The parties formally agree that the following damages and/or loss types shall not give rise to compensation, whether the latter were reasonably foreseeable or not: trading loss, loss of sales, loss of customers, breach of image and loss of data.

- 7.2** The total amount of damages likely to be owed by Globecast to the Client shall not exceed for any other loss or damage suffered by the Customer, for all claims in aggregate, to fifty (50%) percent the amount paid by the Customer under the Order Form concerned.

- 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 one (1) month 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.
- 7.5** 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: INSURANCE

Each party states that it has taken out or agrees to take out at its costs and to maintain valid insurance as required to cover any risks likely to arise as a result of the performance of the Agreement. Beyond the limits specified in the « Exclusion and limitation of liability » article, each party waives any claim against the other party and its insurers.

9: PRICE, INVOICING AND PAYMENT TERMS

- 9.1** Globecast will invoice the Charges monthly in arrears unless differently stated in the Order Form.
- 9.2** 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.
- 9.3** The Customer shall pay the Charges within thirty (30) calendar days as of the invoice date unless differently stated in the Order Form.
- 9.4** 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 compensation for collection costs in an amount of 40 euros is collected in accordance with article D. 441-5 of the French Business Code. When the collection costs exceed the amount of that fixed compensation, Globecast may seek further compensation, on sight of supporting documents.
- 9.5** 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.

- 9.6** 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.
- 9.7** 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.
- 9.8** 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 and the Customer.
- 9.9** Regarding the Service provided and particularly the related undertakings, the Parties agree that no acceptance of an imperfect performance of the Service in the meaning of article 1223 of the French civil code is possible, whether they can be used or not. As a result, no price reduction may be sought.

10: TAXES

- 10.1** The prices specified in the Agreement are nets of taxes, duties and taxation owed under the Agreement. All taxes, duties and taxation, withholdings or withdrawals of any kind, owed under the Agreement, including the VAT to be paid by the Client, are the exclusive responsibility of the Client and are paid by the latter to the tax authorities in pursuance of applicable laws. As a result, the net price received by the Client should in all cases be the same as the one that would be collected if the above-mentioned taxation did not exist.
- 10.2** Processing of the VAT
- i) VAT exemption conditions**
- The Client shall send Globecast, prior to invoicing, a certificate of tax residence issued by the relevant authority. If it based in a member country of the European Union where it is liable for VAT, it shall then provide Globecast, prior to invoicing, its individual identification number as well as a certificate by the authority of the member country as to its capacity of taxpayer of the said tax. In the event of any change in situation during the Agreement, the Client agrees to inform Globecast so as to allow it to invoice the VAT owed. Failing documents documenting the VAT exemption, Globecast shall proceed with the invoicing and add the VAT increased by legal interests, penalties and fines paid by Globecast if any.
- ii) Case of a stable place of business of a foreign Client**
- If the seat of the economic business of the Client is or comes to be located in a country other than that of Globecast, the Client certifies that it does not have and will not have, in the countries of Globecast, any stable place of business liable for VAT for the account of which the Services will be provided. In the event of an inaccurate statement during the Agreement, the Client agrees to advise O

Globecast so as to allow it to invoice the VAT owed. Failing convincing elements, Globecast shall carry out the invoicing and add the VAT increased by legal interests, penalties and fines paid by Globecast as needed.

ii) Case of a stable place of business of the French Client outside continental France

Should the Services be performed for a stable place of business that the Client has in an overseas district, an overseas territory or abroad, the VAT status of such Services shall be, on the Client's, formal, detailed and documented request, and subject to acceptance by Globecast, determined according to the territoriality rules applicable between continental France, firstly, and secondly, the district, the territory or the country where that stable place of business is located. In the event the application of those territorial rules is questioned by the French tax authority, the VAT expense payable in continental France in pursuance of the Agreement shall be borne by the Client, increased by legal interests, penalties and fines paid by Globecast if any.

11: FORCE MAJEURE

11.1 Neither Party shall 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" means any event as defined in article 1218 of the French civil code as well as the following events: 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 Fibre 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, end of life of the Fibre Capacity or any other cause whether similar or dissimilar to the foregoing.

11.2 The Party affected by the Force Majeure Event shall notify the other as soon as reasonably practicable of the nature of the Force Majeure Event and the likely duration.

11.3 In any case, either Party shall have the right to terminate this Agreement on written notice to the other in the event that a Force Majeure Event continues for a period of seven (7) calendar days, without either Party being entitled to indemnification.

12: EXPIRY / 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 In the event of any failure by a party to perform a substantial duty under the Contract and subject to an injunction to remedy such failure sent by

registered mail with receipt confirmation, unsuccessful for fifteen (15) calendar days as from its notification date, the other party may terminate, by right, the respective orders by registered mail with receipt confirmation without prejudice to any other right that it may have.

12.4 Both Parties may terminate this Agreement in the event of a Force Majeure Event subject to the conditions set out in article "Force majeure" 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:

Telephone booking: 01 44 61 47 00

Email Booking: paris.bookings@Globecast.com

Telephone planning: 01 46 15 42 51

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 or an Intelsat 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 11.5 above.

12.7 In the event that the Customer provides the service of "uplink" during the execution of the Contract, upon the expiry or early termination of an Agreement related to a 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 of 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 Euro (150) plus Capacity charges two (2) times higher than price defined in the Order Form 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.

12.10 The cancellation implementing conditions specified in article 1226 of the French civil code (understood as being termination considering the nature of the Service) are those defined in this article.

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: DATA PROTECTION

In this Agreement, references to "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**Processing**" will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

"**Data Protection Legislation**" means the Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), and all additional regulations and rules in force in the relevant Member State(s) of the European Union applicable to the Processing, recommendations, guidelines and/or opinions with the force of law and/or any other applicable legislation relating to privacy and/or the protection of Personal Data in force, and as amended, from time to time.

14.1 Customer and Globecast accept and acknowledge that in relation to the Services provided under this Agreement:

- (a) the Customer, by specifying and procuring the Services, is a Data Controller; and
- (b) Globecast, by providing the Services specified by the Customer to the Customer and its end-users, is a Data Processor.

The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, the categories of Data Subjects are set out in the Annex "Description of Processing of Personal Data by Globecast" attached to the present in accordance with the article 28 of the GDPR.

14.2 Customer and Globecast will each comply with all applicable requirements of the Data Protection Legislation.

14.3 Customer is responsible for and will comply with all obligations imposed on Data Controllers by applicable Data Protection Legislation and for ensuring that the use of the Services by Customer and its end-users does not result in a breach of such obligations. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Globecast for the duration and purposes of this Agreement and to enable Globecast to lawfully provide the Services.

14.4 Globecast will comply with the reasonable written instructions of Customer in the Processing of the Personal Data provided that such instructions are lawful and are not contrary to other provisions of the Agreement and unless Globecast is required by the laws of any member of the European Union or by the laws of the European Union applicable to Globecast to process Personal Data. Where Globecast is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Globecast shall promptly notify the Customer of this before performing the processing so required unless Globecast is prohibited by law from notifying the Customer.

14.5 Globecast will implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and

resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

- 14.6** Customer is responsible for the management of the requests of Data Subjects for the exercise of their rights under the Data Protection Legislation including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/erasure requests, keeping Personal Data accurate and up to date and the obtaining of any necessary consents. Upon Customer's written request and insofar as this is possible, reasonable and proportionate, Globecast will assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Globecast' assistance is subject to Customer proving that Globecast processes the Personal Data of the relevant Data Subject on Customer's behalf.
- 14.7** Customer is informed that portions of the Agreement may be performed (which may include subprocessing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA). Globecast is responsible for the sub-processing and performance of all of its Affiliates and subcontractors in accordance with the requirements of the applicable Data Protection Legislation and shall ensure that such sub-processing shall be on terms substantially equivalent to this Clause.
- 14.8** The list of Affiliates and the list of subcontractors will be defined to the Order Form concerned. Globecast shall inform the Customer of any changes concerning any additional or replacement Affiliates and/or subcontractors.
- 14.9** Globecast will ensure that its employees, Affiliates, subcontractors and each of their employees, workers and independent contractors providing Services under the Agreement will keep the Personal Data confidential.
- 14.10** Customer expressly agrees that Globecast may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.
- 14.11** Customer hereby provides its prior written consent for Globecast to transfer Personal Data outside the EEA provided that:
- (a) the Customer or Globecast has provided appropriate safeguards in relation to the transfer;
 - (b) affected Data Subjects have enforceable rights and effective legal remedies;
 - (c) Globecast complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) Globecast complies with reasonable instructions notified to it in writing in advance by

the Customer with respect to the processing of the Personal Data.

As such, if applicable to the Service, the Customer grants a specific mandate to Globecast to execute, in the name and on behalf of the Customer, with its Affiliates the standard contractual clauses for the transfer of personal data to processors established in third countries as set out in the European Commission decision of February 5, 2010 (C (2010) 593), so such Personal Data are covered by an adequate level of protection.

- 14.12** During the term of this Agreement, Globecast will maintain records and information to demonstrate its compliance with this Clause and will provide to Customer information (reasonably and readily available) to demonstrate its compliance and will contribute to audits that Customer may conduct. In this latter case, Globecast shall be entitled to a sixty days written notice to schedule an audit on a mutually convenient date and to sign an audit protocol agreement. Any audit shall be conducted during normal business hours and shall not exceed two business days.
- 14.13** Globecast will notify the Customer without undue delay on becoming aware of a Personal Data breach.
- 14.14** At Customer's choice which shall be stated in the notice of termination letter, Globecast will delete or return to the Customer all the documents and files containing Personal Data after the end of the provision of services relating to Processing, and shall not retain any copy of the Personal Data, unless required to do so by applicable law.

15: ECONOMIC SANCTIONS PROGRAMS

- 15.1** The Parties, this Agreement and the activities under this Agreement must comply with Economic Sanctions.
- 15.2** 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.
- 15.3** 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.

16: SUB-CONTRACTING

Globecast has a right to sub-contract all or part of the Services and shall remain responsible towards the Client for the provision of the sub-contracted Service.

17: RULES REGARDING TRADE CONTROL

The Parties, the Agreement and the business covered by the Agreement should absolutely comply with the restrictions, prohibitions or licences and authorisations on trade and finance imposed by the laws and regulations of the USA, of the European Union and its member countries and/or of other concerned countries (hereinafter the « Trade Control Rules »).

Each Party states and guarantees that itself and none of its Associated Persons, have been or are subjected to international trade sanctions or embargos or listed on a list kept for the purpose of having international trade sanctions complied with or subjected to suspension, revocation or refusal of its capacities or rights relating to importation or exportation.

Should one of the Parties no longer comply, at any time during the term of the Agreement, with the above statements and guarantees, it shall notify the other party immediately thereof. In such a case, or should it be necessary to comply with the Trade Control Rules, the latter party shall be entitled to suspend or terminate by right all or part of its duties, or the affected Services, or to terminate the Agreement itself.

18: APPLICABLE LAW AND JURISDICTION

18.1 This Agreement is governed by French law.

18.2 The Parties agree to submit to the competent Court of the Paris Court of Appeal scope any dispute relating to the Contract.

19: MISCELLANEOUS

19.1 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.

19.2 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.

19.3 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.

19.4 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 Globecast Group company as long as Globecast is part of the Globecast Group ; or in case of a merger, partial spin-off or divestment of assets.

19.5 Hardship. The Parties expressly agree to exclude the application of article 1195 of the French civil code.

19.6 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 Globecast group entity.

19.7 Severability. If any provision of this Agreement is deemed to be unenforceable, it will not affect the validity of the rest of the Agreement.

19.8 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.

19.9 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.

19.10 Survivability. All provisions that by their nature are intended to survive the expiration of this Agreement (including without limitation article 6, 7, 13, 14, 15 of the Agreement) shall survive and remain in full force and effect.

ANNEX - DESCRIPTION OF PROCESSING OF PERSONAL DATA BY GLOBECAST AS PROCESSOR FOR CUSTOMER - ARTICLE 28 OF THE GDPR

- Full legal name of Globecast entity signatory of the Agreement (Processor of the of the Personal Data of Customer):
 - As indicated in the header of the Order Form
- The contact address mail of Globecast for every question relating to data protection issues:
 - data.protection@globecast.com
- Indicate the full legal name of Customer:
 - As indicated in the header of the Order Form
- Name and email of Customer Data Protection Officer:
 - As indicated in the Order Form
- For the Service, a description of Processing of Personal Data by Globecast as Processor for Customer in accordance with the article 28 of GDPR is defined below:

1. Processing Activities

Collection (receiving personal data of employees and users of customer who are natural persons...)	Yes
Recording (capturing personal data in a file or software program, including the generation of metadata like Call Details Records...)	Yes
Organization (organizing personal data in a software program...)	Yes
Storage (keeping the personal data in a software program for a determined period, including for archiving purposes...)	Yes
Modification (modifying the content or the way the personal data are structured...)	Yes
Consultation (looking at personal data that we have stored in our files or software programs...)	Yes
Transmission (carrying the traffic that may include personal data on our network using switching and/or routing...)	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means...) Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	Yes
Combination (merging two or more databases with personal data...)	No
Restriction (implementing security measures in order to restrict the access to the personal data...)	Yes
Deletion or destruction (deleting or anonymizing the personal data or destroying the hard copies...)	Yes
Other use (if "YES" to be detailed)	No

2. Categories of personal data processed (type of personal data)

<i>Categories of Personal data identifiable by Globecast</i>	
Identification data (ID document / number, phone number, email, ...)	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services)	No
Location Data (geographic location, device location)	No
CRM data (billing information, customer service data, ticketing info, telephone recordings, etc.)	No
Financial data (bank account details, payment information)	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life and/or orientation)	No
<i>Categories of Personal data not identifiable by Globecast</i>	
Any categories of personal data that may be contained in the voice, data or internet traffic of Customer carried over <i>Globecast</i> network	Yes
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on <i>Globecast</i> infrastructure	Yes

3. Subject-matter and duration of the processing:

<i>Subject-matter of processing</i>		<i>Duration of processing</i>
Service activation	Yes	For the period necessary to provide the service to the customer plus 6 month
User authentication	Yes	
Routing configuration	No	
Incident Management	Yes	
Quality of Service	No	
Invoice, contract, order (if they show the name and details of the contact person of Customer)	Yes	For the period required by applicable law
Itemized billing (= including traffic / connection data of end-users who are natural persons)	No	
Customer reporting	Yes	For the duration requested by Customer
Carry the traffic of customers end-users	No	
Hosting	Yes	For the duration of the hosting service ordered by Customer
Other	No	

4. Purposes of processing

Provision of the service to Customer

5. Categories of Data Subject

Customer's employees / self-employed contractors using the service who are natural persons	Yes
Customer's other end-users of the service who are natural persons (client of the Customer ...)	Yes

6. Sub-processors

<i>Sub-processors approved by Customer</i>	<i>Safety measures</i>
<i>Globecast</i> entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the customer	NA
<i>Globecast</i> entities that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL
<i>Globecast</i> suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the customer	NA
<i>Globecast</i> suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer	Standard Model Clauses in contract with supplier