

# GLOBECAST TERMS AND CONDITIONS FOR PROVISION OF PERMANENT FIBRE SERVICES

## 1. PROVISION OF SERVICE

These terms and conditions (“**Standard Terms**”) constitute a master agreement for the provision of fibre related services specified in the order form which incorporates these Standard Terms (“**Order Form**”). In this Agreement, unless the context otherwise requires, a reference to a clause is to a clause of these Standard Terms and a reference to a clause is a reference to a clause of the Order Form. In the event of any conflict between these Standard Terms and the provisions of the Order Form, the Order Form shall prevail.

“**Affiliate**” any entity controlling, controlled by or under common control with a Party, 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;

“**Agreement**” shall mean these Standard Terms and the Order Form together with any appendices referred to;

“**Anti-Corruption Laws**” means all laws on the prevention of corruption applicable to a Party, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, the law “**Sapin II**”, the French criminal code pertaining to corruption prevention and similar or comparable applicable legislations in other countries;

“**Associated Person**” means a person or legal entity, private or public which is (a) an Affiliate of a Party involved in the performance of this Agreement; (b) an Owner of a Party, (c) a director or member of the management of a Party or of its Owner(s), or (d) a subcontractor, or representative of a Party, involved in the performance of this Agreement;

“**Capacity**” shall mean any capacity referred to in the Order Form;

“**Charges**” shall mean all fees and charges set out in the Order Form;

“**Commencement Date**” shall mean the start date of the Service as agreed between the Parties and set out in the Order Form;

“**Customer**” shall mean the customer detailed in the Order Form;

“**Customer Equipment**” shall mean any apparatus or equipment belonging to or under the control of the Customer and not forming part of the Globecast Equipment (but which may be connected to the Globecast Equipment);

“**Due Date**” shall mean a date falling 30 days after the date of Globecast’s invoice;

“**Data Protection Legislation**” shall mean up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

“**Economic Sanctions**” means the economic, financial or trade sanctions programs or 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 applicable countries or authorities;

“**Globecast**” shall mean Globecast UK Limited of 200 Gray’s Inn Road, London WC1X 8XZ;

“**Globecast Equipment**” shall mean any apparatus or equipment provided by Globecast or any third party on behalf of Globecast to the Customer to enable the provision of the Services (other than the Customer Equipment);

“**Intellectual Property Rights**” shall mean means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Network**” shall mean the telecommunications network controlled by Globecast or the Service Providers;

“**Outage**” shall mean a complete loss of sound and visual content;

“**Owner**” means any person(s) who or which (a) own individually or jointly, directly or indirectly, at least 50% of the voting power of a Party or (b) possess individually or jointly, directly or indirectly, the power to direct or cause the direction of the management and policies of or with respect to a Party, whether through ownership of securities, by contract or otherwise;

“**Party**” and/or “**Parties**” means either the Customer or Globecast and/or both as the context requires;

“**Public Internet**” shall mean the public internet at large, which is not subject to either Party’s control;

“**Service Provider(s)**” means, in respect of any part of the Service which is not owned by Globecast (e.g. fibre Capacity), the provider of that part of the Service directly to Globecast and any superior licensor or provider in the chain from the Service owner;

“**Service**” means the individually or collectively as the context requires, the service(s) set out in the Order Form;

“**Signal**” means the signal carrying the programming or data on behalf of the Customer;

“**Term**” means the term of the Agreement as set out in the Order Form;

“**Year**” shall mean each period of 12 months commencing on the Commencement Date and thereafter on each annual anniversary of the Commencement Date.

## 2. PROVISION OF SERVICES

2.1 Subject to the terms and conditions set out herein, (and strictly subject to and conditional upon the payment of all Charges by the Customer on or before the Due Date in accordance with this Agreement), Globecast shall on and from the Service Commencement Date provide the Customer with the Services during the Term.

2.2 The Parties acknowledge that either Party may from time to time wish to alter the specification for the Services. All changes to the specification shall be agreed in writing between the Parties.

2.3 The Services are made available to the Customer subject to Globecast having the continued right to use the Services and any clearance, franchises, licences, approvals (and any conditions imposed in respect thereof) by any competent governmental authority or other authority in existence or established to regulate the use of encryption technology and/or the transmission of the Signal and it being technically possible to provide such Services.

2.4 The Customer hereby grants a licence to Globecast to use, transmit and view the Signal solely for the purposes of providing the Services.

2.5 The Customer shall provide Globecast with a copy of any relevant broadcasting licence or licenses they require to transmit the Signal immediately on request.

2.6 Globecast may (but shall not be obliged to) provide Service by means other than those described in the Agreement, if Globecast deems it necessary.

2.7 Globecast may with the consent of the Customer (not to be unreasonably withheld or delayed) (i) vary the technical specification of Service from time to time; or (ii) temporarily suspend Service (to the minimum extent necessary) for the purpose of testing, maintenance or improvement to any equipment.

2.8 Globecast may suspend Service, without liability to Customer (i) in an emergency, in order to provide or safeguard services to, or at the request of, essential utilities or other public authorities; or if requested to do so by any competent authority or government or if potentially exposed to civil or criminal liability; or (ii) where required to do so by the provider of the relevant Service to Globecast (including without limitation for line testing). Globecast will give as much notice as is reasonably practicable in the circumstances and restore Service as soon as reasonably practicable.

2.9 Customer shall follow any instructions from Globecast which Globecast reasonably considers to be necessary in the interests of safety or to maintain the quality of service to Globecast’s other customers.

2.10 In the event that a Service Affecting Fault exceeds 4 hours or if Globecast reasonably expects it to do so, Globecast shall use all reasonable endeavours to source and to use without further delay, alternate delivery systems.

## 3. FAULTS

3.1 It is technically impractical to provide Service free of faults and Globecast does not undertake to do so.

3.2 When reporting faults in the Service, the Customer must telephone the number provided for the designated account manager.

3.3 Globecast shall be entitled to charge Customer any reasonable costs of work carried out by or on behalf of Globecast in response to a complaint from the Customer of a fault in the Service which later reveals there was no fault in the Service.

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3.4 Globecast does not accept any liability for any faults or failures of the Public Internet which affect the delivery of the Service. The Customer accepts loss of the Service until the fault has been rectified.

**4. LIMITATION OF LIABILITY**

- 4.1 The provisions in this clause 4 and the provisions in clause 5 concerning credit for Charges set out Globecast's entire liability, if any, (including any liability for the acts and omissions of its employees, agents and subcontractors) to Customer in respect of any breach of its contractual obligations (whether express or implied) arising under these Standard Terms and any representations, statement or tortious act or omission (including negligence arising under or in connection with the Agreement or breach of statutory duty).
- 4.2 Any act or omission on the part of Globecast or its employees, agents or subcontractors falling within clause 4.1 shall for the purposes of this clause 4 be referred to as an "Event of Default".
- 4.3 Notwithstanding anything to the contrary, neither Party's liability to the other for death or personal injury resulting from its own negligence or that of its employees, agents or subcontractors shall be limited.
- 4.4 Subject to the provisions of clause 4.3, and clause 12, Globecast's liability in contract, tort (or delict) and all terms, conditions, warranties, representations and undertakings whether express or implied, statutory or otherwise (including liability for negligence) under or in connection with or arising out of an Event of Default shall be the annual fees paid or payable by the Customer under the Agreement.
- 4.5 Globecast shall not be liable to Customer in respect of any Event of Default for loss of profits, goodwill or any type of special, indirect or consequential loss (including loss or damage suffered by Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Globecast had been advised of the possibility of Customer incurring such loss.

**5. CREDIT FOR CHARGES**

- 5.1 Subject to the terms of clause 4, this clause 5 and clause 12, Globecast shall refund to Customer the pro-rated amount of the Charges for Services corresponding to the period in respect of an Outage. Such Service Credit shall be paid to the Customer in full and final settlement and satisfaction of Globecast's entire liability for any loss, damages, costs or expenses suffered or incurred by the Customer arising from an Outage.
- 5.2 No credit for Charges shall arise in respect of interruptions to or errors in Service: (i) as contemplated by clauses 2, 10.1(ii)(a) or 12 or where any such interruption is agreed to by Customer or otherwise authorised by the Agreement or arises as a result of the negligence or breach of Customer; or (ii) the first 21.9 minute of an Outage in Service in any one month period.

**6. WARRANTIES AND EQUIPMENT**

- 6.1 In performing any Service under the Agreement, Globecast's duty is only to exercise the reasonable care and skill of a competent telecommunications provider.
- 6.2 If Globecast is selling Equipment to Customer, Globecast warrants that it will have the right power and authority to sell the equipment to Customer upon the terms of the Agreement. Customer acknowledges that Globecast will be purchasing equipment from third parties, and save as otherwise provided in the Agreement, Globecast agrees to warrant the materials, design and workmanship of the equipment to the same warranties provided to Globecast for such equipment. Save as provided in the Agreement, all warranties on the part of Globecast, whether implied, statutory or otherwise, are excluded to the fullest extent possible by law.
- 6.3 Globecast may install Globecast Equipment at the Customer's premises to connect the Customer to the Network and enable Globecast to provide the Services. The Customer shall:
- 6.3.1 procure that Globecast is granted the authority to install equipment and carry out construction or other works to provide the Customer with the Services;
- 6.3.2 provide appropriate, safe and secure, equipment space, environment, ducting and electrical power for the installation and maintenance of Globecast Equipment at the Customer's premises without charge or cost to Globecast;

- 6.3.3 ensure that the Globecast Equipment is not interfered with by any person;
- 6.3.4 comply with all instructions given by Globecast from time to time for the use of the Globecast Equipment;
- 6.3.5 only use the Globecast Equipment for the purpose of receiving the Services;
- 6.3.6 not allow the Globecast Equipment to be repaired, maintained, upgraded or tested other than by an authorised representative of Globecast;
- 6.3.7 not damage, add, modify or in any way interfere with the Globecast Equipment or the performance of the Globecast Equipment;
- 6.3.8 not sell, lease, charge or otherwise deal with the Globecast Equipment;
- 6.3.9 insure and keep insured all Globecast Equipment;
- 6.3.10 afford Globecast reasonable access at all times on reasonable notice to the premises where the Services are provided to the Customer.
- 6.4 Globecast may modify, substitute, renew or add to the Globecast Equipment from time to time at its absolute discretion, provided that Globecast shall use all reasonable endeavours to limit the space used by the Globecast Equipment at the Customer's premises.
- 6.5 The Customer agrees that title in any Globecast Equipment shall remain with Globecast even whilst in or on the Customer's premises. On termination of the Agreement, the Customer shall return the Globecast Equipment to Globecast (at the Customer's cost) in accordance with Globecast's reasonable instructions. In the event that the Customer fails to return such Globecast Equipment, Globecast representatives shall be entitled to have immediate access to the Customer's premises to remove the Globecast Equipment and shall be entitled to add the reasonable and necessary costs of doing so to the Charges due to Globecast from the Customer at such time.
- 6.6 The Customer shall procure and maintain at its own cost and expense insurance coverage on any equipment (including Customer Equipment and Globecast Equipment) which is in its custody or control from the time of delivery until the time the equipment is returned to Globecast i.e. where the equipment is to be delivered to the Customer or the Customer otherwise arranges for pick up and the Equipment is to be used, stored or operated by the Customer or its customers or agents. Such insurance to cover all risks.
- 6.7 During the Term of the Agreement, Customer shall maintain in force, with a reputable insurance company, employers liability insurance, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on Globecast's request, provide evidence of such.

**7. CUSTOMER EQUIPMENT**

- 7.1 If Globecast hosts Customer Equipment at Globecast premises the following shall apply:
- (a) Globecast shall be entitled to monitor and manage the passage of the Service through the facility to confirm compliance with this Agreement;
- (b) Globecast shall have the right at its cost to change the location of the Customer Equipment within the Globecast Premises on reasonable prior notice provided that (a) Globecast shall ensure Customer Equipment is not moved to an unreasonably inconvenient or unsuitable location (for purposes of operation and/or maintenance or exercising its other rights under this Agreement), and (b) Globecast shall minimise any interference with provision or quality of Service;
- (c) Customer shall be responsible for the installation and maintenance of the Customer Equipment, which shall be carried out in accordance with Globecast's health and safety policies. At the end of the Term, Customer engineers will (at a time and date agreed to by Globecast in advance) de-install the Customer Equipment;
- (d) Customer shall have the right to the right of access to the Customer Equipment giving as much notice as reasonably possible to Globecast and the right, subject to Globecast's approval (not to be unreasonably withheld or delayed), to install, use, maintain, alter, upgrade, renew and remove the Customer Equipment within the terms of this Agreement; and
- (e) Title in the Customer Equipment shall remain with Customer at all times. Globecast shall have no rights (and shall not hold itself out

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as having any rights) in the Customer Equipment and Customer may clearly identify such equipment as the property of Customer only.

### **8. CUSTOMER'S OBLIGATIONS**

- 8.1 The Customer is not permitted to use or receive the Service otherwise than in compliance with the provisions of any licence applicable to it or Globecast, as the case may be.
- 8.2 In using the Service, Customer shall at all times comply fully with all Health and Safety requirements and operating agreements, conditions of use and operational guidelines including without limitation all procedures relating to test and control operations and any technical specifications concerning fibre transmission services and all other provisions and regulations imposed from time to time by Globecast or any relevant providers to Globecast of the Services (including fibre capacity and other services) under the Agreement.
- 8.3 Customer shall be solely responsible for the content of the Signal and it undertakes and warrants that:
- (i) its use and reception of the Service does not, and will not, violate any applicable law, statute or regulation and that it will obtain and comply with all necessary licences and permissions from all relevant authorities and bodies for the use and reception of the Service;
  - (ii) it has obtained all third party rights, consents and clearances for the content of the Signal including without limitation all consents, permits and authorisations required by all competent authorities and the Customer will not use the Service to broadcast or send any communication which breaches any copyright, domain name, trade mark, third party right or obligation of confidence or which is otherwise illegal or unlawful;
  - (iii) not knowingly intercept or attempt to intercept any message that passes over the Network;
  - (iv) only connect to the Network equipment and/or networks that are approved for use by Globecast and comply with all relevant legislation, standards and licence agreements;
  - (v) the Customer may not use or permit anyone else to use the Service (a) to broadcast or send any message or communication which is defamatory, obscene, offensive, abusive, indecent or menacing or which breaches any copyright, trade mark or obligation of confidence or which is in violation of any applicable law or regulation having the force of law; or (b) in breach of instructions given by Globecast under clause 2.4.
- 8.4 Without prejudice to its other rights, Globecast reserves the right without incurring any liability to the Customer or any third party to refuse to transmit the Signal if the Customer is in breach or in Globecast's reasonable opinion will be in breach of this clause 8.3 or if the Customer's use of the Service(s) may result in the institution of criminal or administrative proceedings that may result in non-monetary remedies being brought against Globecast.
- 8.5 Each Party undertakes and warrants that it has the relevant authority and requisite power to enter into and perform its obligations under the Agreement and the Customer undertakes and warrants that it is entitled to receive and use Service from Globecast.
- 8.6 The Customer shall pay the Charges and any other charges relating to the Services as set out in this Agreement (together the "charges") as invoiced by Globecast from time to time. Such Charges shall be payable by the Customer in equal instalments monthly in advance on or before the Due Date. Customer shall pay the Charges without any deduction, set off or withholding tax whatsoever by way of cleared funds in Globecast's nominated currency and into Globecast's nominated bank account.
- 8.7 Customer has a period of 15 days from the date of the invoice to notify Globecast via a letter of any items of the invoice it intends to dispute. However, this shall not relieve Customer of its obligations to pay all sums by the Due Date. If no letter stating the reasons for a disputed invoice is notified within a period of 15 days from the date of dispatch of the invoice, Customer shall be deemed to have approved the amounts specified in the invoice. Any disputes regarding such invoices shall thereafter be inadmissible.
- 8.8 Customer shall pay interest on demand and accruing on a daily basis on all overdue sums from the Due Date for payment until actual payment at a rate of 3% p.a. above the base rate from time to time of National Westminster Bank plc.

### **9. Intellectual Property Rights**

- 9.1 The Customer acknowledges and agrees that it shall have no rights to any Intellectual Property Rights arising as a result of any use of the Service.
- 9.2 Any and all Intellectual Property Rights used or embodied in or in connection with the Service shall be and remain the sole property of Globecast or its licensors. No title or Intellectual Property Rights therein or in any modification or extension thereof shall pass to the Customer unless specifically stated under the Agreement.
- 9.3 For the avoidance of doubt, nothing in clauses 9.1 and 9.2 affects the Intellectual Property Rights that the Customer may have in any content delivered or received using the Service.
- 9.4 The Customer acknowledges such title, interest and rights and the Customer shall not take any action to jeopardise, limit or interfere in any manner with Globecast's (or any third party suppliers') title, interests or rights with respect to the Service, including but not limited to, using Globecast's trade name or trade marks.
- 9.5 If Globecast supplies software to the Customer to enable it to use the Service, Globecast will for the Term of each relevant Service grant the Customer a non-exclusive, non-transferable licence to use the software for that purpose in the United Kingdom in accordance with any conditions that Globecast advises to the Customer from time to time.
- 9.6 Except as permitted by applicable law as expressly permitted under the Agreement, the Customer must not, without Globecast's prior written consent, copy, de-compile or modify the software nor copy any manuals or documentation provided with the Service.

### **10. TERMINATION AND DEFAULT**

- 10.1 If Customer:
- (i) does not pay any Charges in full (under the Agreement or any other contract with Globecast) within 30 days of the Due Date or is in material breach of the Agreement; or
  - (ii) is the subject of proceedings for the appointment of an administrator, liquidator, receiver or administrative receiver, becomes insolvent, makes any composition or arrangement with creditors or an assignment for their benefit or if any similar or analogous event under the laws of any competent jurisdiction occurs, Globecast may either:
    - (a) suspend the Service (including partially or temporarily) without notice, and Customer shall remain liable to pay any sums pursuant to the Agreement; or
    - (b) terminate the Agreement by immediate notice to Customer provided that in the case of matters falling within clause 10.1(i) which are capable of remedy Globecast has given Customer not less than 14 days notice requiring the Customer to remedy such breach and such breach has not been remedied.
- 10.2 Globecast has the right to terminate the Agreement immediately by written notice to the Customer in the event that the provider of the Service to Globecast in its absolute discretion decides to take the Service out of service, or withdraws the right of Globecast to use the Service (other than by reason of a breach by Globecast) or if the Service is declared permanently unavailable or at the end of its life.
- 10.3 In the event of termination pursuant to clause 10.1 above, as well as making payment of all sums due up to termination, within seven (7) days of termination Customer shall pay to Globecast 85% of all Charges which would have been payable for the remainder of the Term of the Agreement but Globecast shall make due allowance for any such sum Customer has paid in advance to Globecast for the period ending after termination and shall make a repayment to Customer where appropriate ("**Termination Payment**"). Notwithstanding payment by Customer of the Termination Payment, Globecast shall use its reasonable endeavours to find another customer for the Service in order to mitigate Customer's loss.
- 10.4 Customer may terminate the Agreement for Service Affecting Fault immediately by written notice to Globecast:
- a) where such Service Affecting Fault has continued for a single continuous period of five(5) days and Globecast has not supplied alternate facilities in accordance with clause 2.5;
  - b) when it is agreed by both Parties that such Service Affecting Fault will continue for longer than five (5) days from the day it started and Globecast will not be able to make available alternate facilities in accordance with clause 2.5.

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- 10.5 The Customer may terminate the Agreement by immediate written notice to Globecast if Globecast:
- a) is in material breach of this Agreement which, if capable of remedy, Globecast has failed to remedy within fourteen (14) days of written notice by the Customer specifying the breach and requiring Globecast to remedy such breach; or
  - b) is the subject of proceedings for the appointment of an administrator, liquidator, receiver or administrative receiver, becomes insolvent, makes any composition or arrangement with creditors or an assignment for their benefit or if any similar or analogous event under the laws of any competent jurisdiction occurs.
- 10.6 Either Party may terminate the Agreement in accordance with clause 12.1.
- 10.7 Any termination of the Agreement shall be without prejudice to the rights or remedies of either Party against the other Party in respect of any antecedent breach of the Agreement. Notwithstanding any provision to the contrary in the Agreement, termination of the Agreement for any reason shall not relieve either Party of any obligation that may have arisen prior to such termination, including without limitation, clauses 4, 7, 8 and 9, which shall survive termination of the Agreement.

**11. INDEMNITY**

- 11.1 Subject to clause 11.2 and without prejudice to Globecast's other rights and remedies, Customer shall fully indemnify Globecast from and against any and all claims, proceedings, liabilities, demands, losses, costs, damages and expenses (including, but not limited to, reasonable legal fees):
- (i) in consequence of or arising out of any breach of Customer's obligations under the Agreement or any acts, omissions or negligence of Customer or any damage to the fibre segment provided to the Customer;
  - (ii) arising from provision of the Service to Customer or Customer's contractual or other arrangements with third parties relating to the Agreement which are brought or threatened against Globecast by any other person; and
  - (iii) as a result of or arising out of any actual or alleged defamation, libel, slander, invasion of privacy or actual or alleged infringement of copyright, trade mark, patent or other third party right or of obligations of confidence or any other similar claims anywhere in the world brought by third parties arising out of or in any way connected with the technical or editorial contents of Signal or any part thereof or with the possession or use of any equipment or software provided by Customer.
- 11.2 Except in relation to (i) losses suffered by Globecast as a result of the Customer's breach of the obligations set out in clause 8.2 and the any of the warranties and/or undertakings set out in clauses 8.3(i) and 8.3 (v); (ii) the obligation to pay any Charges hereunder (including the Termination Payment); (iii) in relation to losses suffered by Globecast where the Service Provider claims indemnification, compensation or any other remedies against Globecast by reason of a breach of this Agreement by the Customer (but subject to any limitations of liability as between Globecast and the Service Provider, if any); and (iv) as set forth in clause 4.3, the Customer's total liability under the Agreement shall be limited to the annual fees paid or payable by the Customer to Globecast under the Agreement.
- 11.3 Subject to clause 4, Globecast agrees to fully indemnify Customer against any actions, proceedings, claims or demands brought against the Customer by a third person arising directly as a result of any default and/or breach of this Agreement by Globecast under this Agreement.

**12. MATTERS BEYOND A PARTY'S REASONABLE CONTROL**

- 12.1 No delay, failure or default in performance of any obligation by a Party to the Agreement (the "Defaulting Party") shall constitute a breach of the Agreement to the extent caused by matters outside the Defaulting Party's direct, reasonable control, including but not limited to those events caused by the Defaulting Party's compliance with any statutory obligation, any legislative or regulatory restriction or prohibition on trade imposed by a national or international body or authority, or any change thereof, instructions from any Service Provider, failure by a Service Provider or failure of the Public Internet, industrial disputes of any kind, severe weather, the failure of earth segment facilities, the acts or

omissions of persons for whom the Defaulting Party's is not responsible (including, in particular, other telecommunications providers) or any other cause whether similar or dissimilar which is outside the Defaulting Party's direct reasonable control (each such event being an "Event of Force Majeure"). The Defaulting Party must promptly give notice to the other Party on commencement and on cessation of an Event of Force Majeure. If any such Event of Force Majeure continues for a period of thirty (30) days or more either Party shall be entitled to terminate the Agreement by notice to the other but without prejudice to any other rights of the Parties prior to that event. The Customer shall receive credit (for any sums paid) to Globecast in respect of any period of unavailability of the Service due to an Event of Force Majeure.

**13. GENERAL**

- 13.1 If any provisions of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 13.2 All charges under the Agreement are exclusive of VAT and other taxes and duties payable on the Charges or imposed upon Globecast in respect of the Capacity, the frequencies of the Capacity or the use by the Customer of the Capacity, all of which shall be added where applicable and paid by the Customer.
- 13.3 Customer shall not, without Globecast's prior written consent, assign or sub-lease the whole or any part of the benefit or burden of the Agreement to any other person or permit any other person to use the Service, save that the Customer may at all times assign or sublease to any of its "group of companies" being the Customer or one of the subsidiaries of the Customer as defined by Section 736 of the Companies Act 1985 provided that the Customer shall remain primarily responsible for its obligations hereunder.
- 13.4 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter, shall supersede all prior arrangements or agreements between the Parties and no terms, obligations, representations, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained in the Agreement. Each Party irrevocably waives any right it may have to seek a remedy for any misrepresentation which has not become a term of the Agreement or any breach of warranty or undertaking (other than those contained in the Agreement) whether express or implied, statutory or otherwise, unless such misrepresentation, warranty or undertaking was made fraudulently.
- 13.5 A waiver shall only be effective if made in writing and acceptance of payment by Globecast shall not constitute a waiver.
- 13.6 The Parties shall keep the terms of the Agreement confidential and not disclose the same to any third party save as required by law or regulation, trivial information or information which is already publicly available or in the possession of the other Party at the time of disclosure (other than as a result of a breach of any confidentiality provisions hereunder). Notwithstanding the above, either Party shall have the right to publicise the existence of the Agreement and use the name of the other Party for the purpose of so publicising the existence of the Agreement. The provisions of this clause 13.6 shall survive termination of the Agreement for a period of three (3) years from the date of such termination.
- 13.7 A person who is not a Party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 13.8 This Agreement is governed by and shall be construed in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.
- 13.9 Telephone calls with the Globecast bookings and MCR Departments may be monitored and recorded for business and compliance purposes.
- 13.10 Any notice to be served under this Agreement shall be in writing and delivered by hand or post to Globecast as set out herein or the Customer at the address provided in the Order Form. Any notice shall be deemed to be served if (i) posted at 10am on the second Business Day after it was sent; or (ii) if delivered by hand at the time of delivery.

**14. COMPLIANCE WITH LAWS**

- 14.1 Where one Party receives any personal data (as defined by the Data Protection Legislation) from the other Party, it shall ensure that it fully complies with the provisions of the Data

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- Protection Legislation and only deals with the data to fulfil its obligations under this Agreement.
- 14.2 The 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.
- 14.3 The Parties shall 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 (including, without limitation, applicable data protection laws). In accordance with the foregoing, each Party shall comply with all applicable: (a) local licenses or permit requirements; and (b) customs and export, import and/or re-export control laws and regulations of the European Union and its member states, the United States, and/or others relevant countries, which may apply to certain equipment, software and technical data provided.
- 14.4 The Parties, this Agreement and the activities under this Agreement shall comply with the restrictions, bans, prohibitions, or license/authorization requirements on trade or finance under the laws and regulations of the United States, the European Union and its member states, and/or of the other relevant countries (collectively the "Trade Control Rules"). Customer represents and warrants that neither itself nor any of its Associated Person has been or is subject to any international trade or finance sanctions or embargoes, listed on any watch list, maintained for the purpose of enforcing international trade or finance sanctions or suspended, revoked, or denied its import and/or export capacities or privileges. Customer will notify Globecast immediately if it ceases to comply with the above representation and warranty at any time during the Term of the Agreement. In such case, or if otherwise necessary in order to comply with any Trade Control Rules, Globecast will be entitled, without liability to Customer, to immediately suspend or terminate any of its obligations, the affected Services or the Agreement.
- 14.5 Corruption Prevention
- Each Party will, and will take all appropriate measures to ensure that its Associated Persons and employees, engaged in the performance of the Agreement;
- (a) comply with the Anti-Corruption Laws and implement and maintain necessary controls to ensure that its subcontractors and representatives comply with the Anti-Corruption Laws;
- (b) maintain and comply with an anti-corruption policy and code of ethics that are substantially equivalent to Orange's Anti-Corruption Policy and Orange's Code of Ethics (which are located at the following URL or such URL as may be identified by Customer, which may be amended from time to time: <http://www.orange-business.com/en/our-anti-corruption-commitment>);
- (c) maintain accurate and complete accounting records; and
- (d) not offer or provide to any person, an advantage, financial or otherwise, including facilitation payments, in an effort to obtain a business advantage in return or to induce improper behaviour;
- (e) obtain the prior approval of the usual primary contact person of the other Party before offering or providing any gift, meal, entertainment, travel or other advantage (whether financial or otherwise), or making any charitable donation or political contribution on behalf of the other Party (such approval will be made by e-mail).
- 14.6 Economic Sanctions Programs
- 14.6.1 The activities under this Agreement, including the provision of the Products and Services, are or may be subject to Economic Sanctions, and the Parties will comply with Economic Sanctions. Each Party warrants and covenants that neither (a) itself nor any of its Associated Persons or (b) in respect of Customer, Users, including their directors or members of their management, are subject to any 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.
- 14.6.2 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 provision or receipt of the affected Services or Products, notwithstanding anything to the contrary otherwise contained in the Agreement.
- 14.7 Implementation
- 14.7.1 Each Party represents and warrants that it has implemented all necessary and appropriate measures in order to ensure compliance with its obligations under this clause 14, and each Party will ensure that such measures are maintained and properly applied during the Term of the Agreement. Each Party will immediately notify the other Party in writing if it has failed, or believes it will fail, to comply with its obligations under this clause 14. Upon a Party's request, the other Party will inform the requesting party of the measures and controls it has taken to ensure compliance with its obligations under this clause 14.
- 14.7.2 Any breach of this clause 14 will constitute a material breach of the Agreement.