

**GLOBECAST UK LIMITED
AGREEMENT FOR AD HOC SERVICES (SATELLITE SERVICES, SNG, EQUIPMENT)**

These terms and conditions ("Standard Terms") and the order form ("Order Form") constitute an agreement for the provision of satellite related services (the "Agreement").

In the event of any conflict between these Standard Terms and any terms and conditions stated or associated with an Order Form, these Standard Terms shall prevail.

1. DEFINITIONS

Unless the context otherwise permits, in this Agreement the following expressions shall have the following meanings:

"Affiliate" means 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" means 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;

"Capacity" means the satellite capacity specified in the Order Form;

"Charges" means all fees and charges set out in the Order Form;

"Commencement Date" means the start date of the Service as agreed between the Parties and set out in the Order Form;

"Customer" means the customer detailed in the Order Form;

"Due Date" means the date the Charges are due to Globecast as set out in the Order Form;

"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. 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.

"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;

"Equipment" means any equipment referred to in the Order Form;

"Firm Booking" means a booking requested by the Customer and confirmed in writing as accepted by Globecast.

"Globecast" means Globecast UK Limited of 200 Gray's Inn Road, London WC1X 8XZ;

"Minimum Booking Period" means no less than fifteen (15) minutes;

"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;

"Parties" means both the Customer and Globecast.

"Pencil Bookings" means a provisional booking yet to be confirmed by Globecast.

"Pre-emptible" means subject to the deliberate interruption/cessation of the satellite Capacity by the Satellite Provider or at Globecast's discretion;

"Satellite Provider" means the third party provider of a part of the Service which is not owned by Globecast, but is provided directly to it;

"Service" means the individually or collectively as the context requires, the services set out in the Order Form;

"Signal" means the signal carrying the programming or data on behalf of the Customer.

"SNG Employee" means the operator or engineer provided with satellite news gathering vehicles; and

"SNG Service" means the provision of satellite news-gathering vehicles enabling transmission of Signals off-site and the SNG Employees.

2. GLOBECAST'S POWERS

- 2.1. Subject to the terms and conditions set out in this Agreement, 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 provide the Services as described in the Order Form to the Customer.
- 2.2. 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 for the purpose of testing, maintenance or improvement to any equipment.
- 2.3. Globecast shall have no liability to the Customer in the event that the Customer fails for any reason to provide Globecast with a broadcast signal in a form which is suitable for transmission and, as a result, Globecast is unable to provide the Services.
- 2.4. Globecast may suspend the Service without notice and without liability to the 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 in orbit testing). Globecast will give as much notice as is reasonably practicable in the circumstances and restore Service as soon as reasonably practicable.
- 2.5. 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.

- 2.6. Save as set out in the Order Form, any satellite Capacity leased under the Agreement shall be pre-emptible upon two (2) hour's notice. Upon pre-emption, such Capacity shall not be available to the Customer.
- 2.7. In providing SNG Services, Globecast retains sole discretion in allocating the number of SNG Employees required and the Customer shall pay all applicable Charges for such SNG Employees.
- 2.8. The Parties and their respective employees, including the SNG Employees, shall comply with applicable working time regulations unless otherwise expressly agreed to in writing by an individual employee.
- 2.9. Globecast reserves the right to refuse to provide SNG Services where it reasonably believes that the health and safety of the SNG Employee(s) may be jeopardised by the location and/or working conditions.

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 as soon as is reasonably practicable and in no event any later than two (2) days following the event of the fault.
- 3.3. Globecast shall be entitled to charge Customer the costs of any work carried out by or on behalf of Globecast in response to a complaint from Customer of a fault in Service, which later reveals no fault in Service attributable to Globecast.

4. LIMITATION OF LIABILITY

- 4.1. The provisions in this clause 4 and 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 this Agreement and any representations, statement or tortious act or omission (including, but not limited to, negligence arising under or in connection with this 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. Neither party's liability to the other shall be limited for death or personal injury resulting from its own negligence or that of its employees, agents or subcontractors.
- 4.4. Subject to the provisions of clause 4.3, Globecast's entire liability in respect of an Event of Default relating to:
 - a) an uplinking transmission shall be limited to the average monthly amount paid or payable by the Customer in relation to the faulty transmission; and/or
 - b) the provision of any equipment and related services supplied under clause 6.2 shall be limited to the average monthly amount paid or payable by the Customer for the faulty equipment and related service; and/or
 - c) the provision of bandwidth Capacity on a satellite shall be limited the average monthly amount paid or payable by the Customer in relation to the faulty bandwidth Capacity; and/or
 - d) the provision of any other part of the Service shall be limited to the average monthly amount paid or payable by the Customer in relation to said faulty part of the Service.
- 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 BOOKINGS

- 5.1 All bookings shall be subject to Globecast availability.
- 5.2 Bookings for Capacity on the satellite shall be for Minimum Booking Periods. Any further bookings made to existing bookings shall be in five (5) minute increments.
- 5.3 At the scheduled end time of a booking (where there has been no advanced request to extend), the Customer shall cease all transmissions and use of the Service.
- 5.4 In the event that the Customer exceeds the end time, it shall be charged double the rate of the Charges applicable per five (5) minute increments, as well as a one hundred and fifty Euros (€150) fixed fee.
- 5.4 All Pencil Bookings shall be discussed by Globecast and the Customer at least seventy-two (72) hours before the start of the Pencil Booking.
- 5.5 The Customer shall confirm or cancel the Pencil Booking at least forty-eight (48) hours prior to the start of the Pencil Booking.
- 5.6 Globecast shall have the right, in its sole discretion to remove the Pencil Booking without notice to the Customer.
- 5.7 The Customer may amend Firm Bookings on at least twenty-four (24) hours' notice before the start time of the Firm Booking provided:
 - a) the duration of the Firm Booking is not made shorter; and
 - b) there is no change of the time in GMT or calendar date for the start time of the Firm Booking.
- 5.8 In the event the Customer shortens the length or changes a Firm Booking within twenty-four (24) hours of the start time of a Firm Booking, Globecast shall be entitled to cancel the Firm Booking and apply one hundred percent (100%) cancellation Charges. Subject to clause 5.1, the Customer will need to rebook any cancelled Firm Booking.
- 5.9 In the event that Customer fails to make Firm Bookings equal to the Minimum Commitment, then Globecast shall calculate the shortfall between:
 - a) the confirmed Firm Bookings made; and
 - b) the Minimum Commitment;

the Customer shall pay the shortfall within fourteen (14) days from the end of the Term. The Customer shall pay for the unutilised satellite capacity at a rate of one hundred and sixty-five Euros (€165) per hour. For the purpose of calculating the shortfall (if any), the number of hours of confirmed Firm Bookings shall be deemed to include any hours (or part thereof) of bona fide Firm Booking requests which have been turned down by Globecast due to lack of availability. However, such requests will not be so included in the event that Globecast has offered the Customer a reasonably suitable alternative.
- 5.10 When making any bookings for space under this Agreement, Customer must issue Globecast with:
 - a) the Eutelsat antenna registration for the uplink; and
 - b) the uplink engineer's name and contact telephone number.

- 5.11 Upon receipt of the Customer's booking request and subject to Globecast's ability to provide the Services, Globecast shall provide a confirmation email as soon as possible after receiving the booking request, and the booking request shall become a Firm Booking.
- 5.12 Globecast reserves the right to turn down any booking request for essential technical or operational reasons and the Customer shall be notified accordingly.
- 5.13 The minimum notice period for placing or for amending a Firm Booking is thirty (30) minutes before the Services are required to commence in order to provide Globecast with sufficient set up time and to implement the Service. Globecast will use reasonable endeavours to implement a service or an amendment to an existing service if such request is received less than thirty (30) minutes prior to service start but will not accept responsibility if the service amendment is not implemented in a timely manner.
- 5.14 Globecast reserves the right to amend the bookings procedure at all times and upon fourteen (14) days' prior written notice to the Customer.
- 5.15 If in the event that the length of time of the actual transmission exceeds the period of time requested by the Customer for the Firm Booking, then such excess period of time shall constitute an overrun and Globecast shall only continue to accommodate such overrun Services subject to Globecast's continued ability to provide services to other Customers.
- 5.16 Any overruns or re-feeds of the Firm Booking which have not been made upon the request of the Customer prior to the end time shall be charged at double the rate of the Charges applicable per five (5) minute increments, as well as a one hundred and fifty Euros (€150) fixed fee.
- 5.17 Should the Customer foresee or expect an overrun, they shall inform Globecast as soon as reasonably possible, but in any event no later than ten (10) minutes before the initial end of the feed. Where no extension of the Firm Booking has been made, then transmission shall end as initially booked.
- 5.18 The Customer must contact Globecast and exchange operator initials together with the date and time that the transmission has ended (the '**Goodnight Procedure**'). If the Customer fails to initiate the Goodnight Procedure within ten (10) minutes of the transmission ending, Globecast shall be entitled to charge the Customer as if the services were continuing from the time the transmission ended until the Customer initiates the Goodnight Procedure.

6. CREDIT FOR CHARGES

- 6.1 Subject to the terms of this clause 6, clauses 5 and 11, and only where the Customer is entitled to Service credit, Globecast shall refund to Customer the pro-rated amount of the Charge for that part of the Service which is faulty, corresponding to the period in respect of which such credit is payable. Such credit shall be paid to 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 interruptions to or errors in Service.
- 6.2 No credit for charges shall arise in respect of interruptions to or errors in Service:
- a) as contemplated by clauses 2, 9.1(a) or 11 or where any such interruption is agreed to by Customer or otherwise authorised by this Agreement or arises as a result of the negligence or breach of Customer;
 - b) arising from solar or lunar interference;
 - c) where such interruptions or errors are in the downlink part of the Service arising from defects in, or the effect of rainfall or other precipitation on, or otherwise arise out of, downlink equipment used by Customer or its subscribers, whether or not supplied by Globecast; or
 - d) fifteen (15) minutes of interruptions/errors in Service in any one (1) month.

7. WARRANTIES AND EQUIPMENT

- 7.1 In performing any Service under this Agreement, Globecast will exercise reasonable care and skill as expected of a competent telecommunications provider.
- 7.2 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 this Agreement. Customer acknowledges that Globecast will be purchasing Equipment from third parties, and save as otherwise provided in this Agreement, Globecast shall, where permissible by such third party, assign any warranty for the materials, design and workmanship of the Equipment to the Customer for such Equipment. Save as provided in this Agreement, all warranties on the part of Globecast, whether implied, statutory or otherwise, are excluded to the fullest extent possible by law.

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, the Customer shall at all times comply fully with all health and safety requirements and all operating agreements, conditions of use and operational guidelines, including without limitation all procedures relating to test and control operations and any technical specifications concerning satellite transmission services, and all other provisions and regulations imposed from time to time by the relevant providers to Globecast of Capacity and other services under this Agreement.
- 8.3 Customer shall be solely responsible for the content of the Signal and it undertakes and warrants that:
 - a) 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;
 - b) 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, trade mark, third party right, or obligation of confidence or which is otherwise illegal or unlawful;
 - c) the Customer will not use Service to broadcast or send any communication which is offensive, abusive, indecent, defamatory, obscene or menacing or which causes annoyance, inconvenience or needless anxiety; and
 - d) the Customer may not use or permit anyone else to use the Service (i) to broadcast or send any message or communication which is offensive, abusive, indecent or menacing or which breaches any copyright, trademark or obligation of confidence or which is in violation of any applicable law or regulation having the force of law; or (ii) in breach of instructions given by Globecast under clause 2.5.
- 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 clause 8.3.
- 8.5 Customer undertakes and warrants that it has the relevant authority and requisite power to enter into and perform its obligations under this Agreement and to receive and use Service from Globecast.
- 8.6 Customer shall pay all sums payable under this Agreement including without limitation the Charges without any deduction, set off or withholding whatsoever by way of cleared funds, in Globecast's nominated currency, into Globecast's nominated bank account by the Due Date.
- 8.7 Customer has a period of fourteen (14) days from the date of the invoice to provide written notice of any disputed items of the invoice. All undisputed sums remain due and payable by the Due Date.

- 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 an annual rate of three percent (3%) above the base rate from time to time of the Bank of England.
- 8.9 Where SNG Services are being provided, and if required by the Customer, Globecast shall use reasonable endeavours to obtain necessary statutory or other licences for providing SNG Services where such Service is to be located or used outside the United Kingdom. However, if no such request is given and/or Globecast is unable to procure such license, the Customer shall be responsible to do so. Any expense or cost incurred by Globecast for using SNG Services outside the United Kingdom resulting from the Customer's failure to obtain all such licenses, consents and approvals shall be indemnified by the Customer. SNG Employees' refusal to perform SNG Services without the required licenses will not be a breach of this Agreement by Globecast and the Customer remains liable for the applicable Charges for the SNG Services at all times.
- 8.10 Unless otherwise specified and agreed to by the Parties in writing, the Charges do not include costs or expenses incurred by Globecast in the provision of SNG Services. Such costs include, but are not limited to, transportation costs, licenses approvals and consent fees, visas, customs charges, accommodation, site surveys, and freight costs, all of which are shall be at the Customer's sole cost and liability.

9. TERMINATION AND DEFAULT

- 9.1 If the Customer:
- a) does not pay any Charges in full by the Due Date; or
 - b) is in breach of this Agreement in any other way; or
 - c) breaches any of its obligations set out in clause 8; or
 - d) 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 Charges due pursuant to this Agreement; or
 - (b) terminate this Agreement by immediate notice to the Customer.
- 9.2 Globecast may terminate this Agreement immediately upon written notice to the Customer in the event that the Satellite Provider 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.
- 9.3 In the event of termination pursuant to clause 9.1 above, the Customer shall pay Globecast all Charges due up to termination and any Charges which would have been payable for the remainder of the term of this Agreement. Where the Customer has made advance payment for Services, Globecast shall make refund to the Customer less any Charges due and applicable.
- 9.4 Any termination of this Agreement shall be without prejudice to the rights or remedies of either Party against the other in respect of any antecedent breach of this Agreement. Notwithstanding any provision to the contrary in this Agreement, termination of this 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, 8, 9 and 10, which shall survive termination of this Agreement.

10. INDEMNITY

Without prejudice to Globecast's other rights and remedies, the 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):

- a) in consequence of or arising out of any breach of Customer's obligations under this Agreement or any acts, omissions or negligence of Customer or any damage to the satellite space segment provided to the Customer;
- b) arising from provision of the Service to Customer or Customer's contractual or other arrangements with third parties relating to this Agreement which are brought or threatened against Globecast by any other person; and
- c) 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. FORCE MAJEURE

No delay, failure or default in performance of any obligation by Globecast shall constitute a breach of this Agreement to the extent caused by matters outside Globecast's direct, reasonable control, including but not limited to those events caused by Globecast'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 Satellite Provider of satellite capacity, industrial disputes of any kind, high winds, winds gusting at seventy miles per hour (70 mph) or more, severe weather, the failure of space or earth segment facilities, the failure of the satellite capacity, the acts or omissions of persons for whom Globecast is not responsible (including, in particular, other telecommunications providers) or any other cause whether similar or dissimilar which is outside Globecast's direct reasonable control (a "**Force Majeure**" event). If any such Force Majeure event or events continue for a period of thirty (30) days or more either Party shall be entitled to terminate this Agreement by notice to the other but without prejudice to any other rights of the Parties prior to that event.

12. TAX

- 12.1.1. Charges in this Agreement are exclusive of any taxes, such as, but not limited to, withholding tax, VAT, sales taxes, turnover taxes or any comparable taxes (hereinafter, "**Tax**" or "**Taxes**").
- 12.1.2. Where Globecast is liable for the payment of VAT or any comparable tax, the amount of such tax will be invoiced by Globecast to the Customer and borne solely by the Customer in addition to the Charges.
- 12.1.3. Any Taxes relating to this Contract shall be solely borne by the Customer who shall pay them to the relevant tax authorities under the applicable legislation and in accordance with the relevant timeframes. 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 by the Customer.
- 12.1.4 The Customer shall pay Tax to the relevant taxation or other authority within the time limit allowed under the applicable law.
- 12.1.5 The Customer shall deliver to Globecast an original version of the receipt issued by the relevant authority in relation to the payment of Tax within thirty (30) days of making such payment.
- 12.1.6 Where a double tax treaty provides for a reduced tax rate or a tax exemption, Globecast will furnish as soon as reasonably possible, and in advance of any payment, all documentation required for the application of the treaty.
- 12.2. The Customer (i) warrants to Globecast that it is not part of any scheme that could be considered as circumventing applicable tax laws (e.g. missing trader fraud schemes); and (ii) undertakes to

take any reasonable due diligence measures to control that its Affiliates, subcontractors or any parties with whom it conducts any business are not part of any such scheme. The Customer shall indemnify Globecast for any costs resulting from any breach of this obligation, including the financial consequences of any tax reassessment relating to this Agreement by the competent tax authorities.

12.3. VAT exemption conditions (provided all legal requirements are satisfied)

- 12.3.1 The Customer will, prior to any invoicing, deliver to the Globecast a certificate issued by the relevant authority proving that it is considered a resident for tax purposes in the country where it is established. The Customer who is established in a European Union member state in which they are subject to VAT will also, prior to any invoicing, deliver to Globecast their VAT identification number and a certificate issued by the relevant authority proving that the Customer is treated as a VAT taxable person in the member state where they are established. In the absence of the requested documents, Globecast may issue invoices including VAT.
- 12.3.2 The Customer shall inform Globecast if there is any change in this respect during the Term of this Agreement in order to enable Globecast to invoice applicable VAT. In all cases, any chargeable VAT relating to this Agreement shall be solely borne by Customer, together with interest and penalties paid by Globecast, if applicable.

12.4. Customer's permanent establishment

- 12.4.1. Where the business of the Customer is, or might in the future be, established outside the country where Globecast is established, the Customer certifies that it has not, or will not have, a permanent establishment (fixed place) – subject to VAT – in the country where Globecast is established, to which the Service is supplied.
- 12.4.2. Where Services to be performed under this Agreement are a benefit to a permanent establishment Customer might have in an overseas, offshore or assimilated territory, the VAT treatment of such Services will, upon written, detailed and evidenced request from the Customer, and subject to Globecast's written agreement, be determined according to applicable territoriality rules.
- 12.4.3. The Customer shall inform Globecast if there is any change of its permanent establishment during the Term of this Agreement in order to enable Globecast to invoice applicable VAT. In all cases, any chargeable VAT relating to this Agreement shall be solely borne by Customer, together with an applicable interest and penalties paid by Globecast.

13. COMPLIANCE WITH LAWS

- 13.1 The Parties shall ensure at all times that any personal data (as defined by the Data Protection Legislation) received from the other Party is treated in full compliance with the provisions of the Data Protection Legislation and is disclosed or processed (as the case may be) only to the extent necessary to fulfil its respective obligations under this Agreement.
- 13.2 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.
- 13.3 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.
- 13.4 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.

13.5 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;
- (d) not offer or provide to any person, an advantage, financial or otherwise, including facilitation payments, in a effort to obtain a business advantage in return or to induce improper behaviour; and
- (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).

13.6 Economic Sanctions Programs

- 13.6.1 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.
- 13.6.2 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.

13.7 Implementation

- 13.7.1 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 13, 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 13. 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 13.
- 13.7.2 Any breach of this clause 13 will constitute a material breach of the Agreement.

14 DATA PROTECTION

- 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.
- 14.2 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 1 "Description of Processing of Personal Data by Globecast" attached in accordance with the Article 28 of the GDPR.
- 14.3 Customer and Globecast will each comply with all applicable requirements of the Data Protection Legislation.
- 14.4 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.
- 14.5 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.
- 14.6 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).
- 14.7 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.
- 14.8 Customer is informed that portions of the Agreement may be performed (which may include sub-processing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA).

- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 Customer expressly agrees that Globecast may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.
- 14.13 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.
- 14.14 During the Term of this Agreement, Globecast will maintain records and information to demonstrate its compliance with this clause 14 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.
- 14.15 Globecast will notify the Customer without undue delay on becoming aware of a Personal Data breach.
- 14.16 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 GENERAL

- 15.1 If any provisions of this 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 this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 15.2 Customer shall not, without Globecast's prior written consent, assign or sub-lease the whole or any part of the benefit or burden of this Agreement to any other person or permit any other person to use the Service.

- 15.3 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 this Agreement. Each party irrevocably waives any right it may have to seek a remedy for any misrepresentation which has not become a term of this Agreement or any breach of warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise, unless such misrepresentation, warranty or undertaking was made fraudulently.
- 15.4 Any notice or other document to be served under this Agreement shall be in writing and delivered by hand (including courier) to the addresses as specified in the Order Form. Any notice or document shall be deemed to be served if delivered by hand, at the time of delivery. Telephone calls with the Globecast bookings and MCR Departments may be monitored and recorded for business and compliance purposes.
- 15.5 A waiver shall only be effective if made in writing and acceptance of payment by Globecast shall not constitute a waiver.
- 15.6 The Parties shall keep the terms of this Agreement confidential and not disclose the same to any third party save as required by law, regulation or for any immigration purposes in respect of carrying out the Services under the Agreement.
- 15.7 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 15.8 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.

ANNEX 1
DESCRIPTION OF PROCESSING OF PERSONAL DATA BY GLOBECAST

Name of the Service: Occasional Service

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)

Categories of Personal data identifiable by Globecast	
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
Categories of Personal data not identifiable by Globecast	
Any categories of personal data that may be contained in the voice, data or internet traffic of Customer carried over Globecast 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 Globecast infrastructure	Yes

3. Subject-matter and duration of the processing:

Subject-matter of processing	Duration of processing
Service activation	For the period necessary to provide the service to the customer plus six (6) months
User authentication	
Routing configuration	
Incident Management	
Quality of Service	
Invoice, contract, order (if they show the name and details of the contact person of Customer)	For the period required by applicable law
Itemized billing (= including traffic / connection data of end-users who are natural persons)	

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

Sub-processors approved by Customer	Safety measures
Globecast entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the customer	NA
Globecast 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
Globecast 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
Globecast 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