

# GENERAL TERMS AND CONDITIONS OF PURCHASE

## 1. Definitions

**Co-contractor** shall mean the supplier of the Equipment or the Service.

**Contract** shall mean the contractual set made up of the documents listed in the « Contractual Documents » article.

**Equipment or Product** shall mean all the equipment allowing Globecast to use the Service in the framework of the Contract or the equipment subject of the Contract, described specially in the Annex "Description of the Services / Product".

**Globecast** shall mean Globecast France, a company registered in Nanterre under No. 440 186 740 which head office is located at 9/15 rue Maurice Mallet - 92130 Issy-les-Moulineaux - FRANCE.

**Order** shall mean the Service(s), Equipment or Product provided under the Order form signed by Globecast.

**Order form** shall mean the model forms/lists that contain the information required for the provision of the Services by the Co-contractor.

**General Terms and Conditions** shall mean this document and its appendices.

**Service** shall mean the service or the Product described in the Contract and especially in the Order.

## 2. Purpose

The purpose of the General Terms and Conditions is to set forth the conditions and terms on which the Co-contractor provides the Service to Globecast.

## 3. Contractual documents

The General Terms and Conditions are the common legal basis applicable to all the Services or Equipment ordered by Globecast. They are complemented by the Orders sent by Globecast. The Contract is made up of, in decreasing Order of priority:

- 1/ the Order form and its Appendices
- 2/ the General Terms and Conditions

The Contract express the entire agreement concluded between Globecast and the Co-contractor for the Services and/or Products described in the Order.

Performance of the Order implies acceptance without reservation by the Co-contractor of the General Terms and Conditions, and these take precedence over all other contractual documents, subject to a mutually accepted exemption.

Any modifications of the Order must be covered by a prior, written agreement of the parties.

#### **4. Term of the Contract**

The Contract comes into force upon the date mentioned in the Order form until the end of the complete execution of Services or the complete delivery of Products, pursuant the provisions of the Contract

#### **5. Compliance of the Products and Services**

The Co-contractor ensures and guarantees to Globecast that it shall perform the Order in accordance with the applicable regulations, with all required care, diligence and relevance. The Co-contractor shall comply in particular with best practice applicable to performance of the Order.

The Products and/or Services delivered to Globecast must be in compliance with the legislation and regulations in force (in particular the regulations applicable to telecommunication equipment), with all standards in force applicable to the Products and/or Services, and with the specifications contained in the Order.

If Products are delivered, the Co-contractor shall send Globecast the information relating to the availability of the spare parts of the delivered Products, to enable Globecast to meet the obligation to inform its clients, pursuant to the provisions of article L. 111-3 of the Consumer Code.

#### **6. Non-exclusivity**

The Co-contractor acknowledges that the Order has no exclusivity for the benefit of the Co-contractor.

#### **7. Prices and Taxes**

##### 7.1. Prices

Prices given in the Order are firm and final. These prices include all compensation and all costs, fees, outlay, charges, ancillary expenses or obligations.

##### 7.2. Taxes

7.2.1. Prices in this Contract have been quoted exclusive of any VAT, sales taxes, turnover taxes or any comparable taxes relating to such Contract.

7.2.2. If the Co-contractor wrongly issues invoices including VAT or any comparable taxes, the amount of VAT or comparable taxes paid by Globecast will be reimbursed by the Co-contractor, together with interest.

7.2.3. If Globecast is required to withhold any tax from prices to be paid in relation to this Contract, such tax will be deducted from the amount which was invoiced. Globecast will deliver to the Co-contractor an original version of the receipt issued by the competent authority in relation to the payment of this tax.

If double tax treaty provides for a reduced tax rate or a tax exemption, the Co-contractor agrees to provide as soon as possible, and in advance of any payment, all documentation required for the application of the treaty. If the aforementioned documentation is not provided to Globecast by the Co-contractor, at Globecast's option, Globecast can either a) postpone the payment of the relevant invoice(s) until such documentation is provided to Globecast without having to pay late payment interests or b) pay the relevant invoices after applying tax withholdings required by law and borne by the Co-contractor.

7.2.4. The Co-contractor (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), (ii) undertakes to take any reasonable due diligence measures to control that any parties with whom it conducts any business are not part of any such scheme, and (iii) shall indemnify Globecast for any costs resulting from any breach of this obligation, including the financial consequences of any tax reassessment relating to this Contract by the competent tax authorities.

## 8. Billing and payment

### 8.1. Billing

Payments are made to the Co-contractor only on presentation by the latter of the corresponding invoice, which must in all cases make reference to the Order.

The Co-contractor undertakes to send, by postal letter, any changes of the SIRET number contained in its invoices, and all modifications of its bank account, attaching: (i) a new IBAN (international account identifier), (ii) a new BIC code and the name of the bank or (iii) a new RIB [Bank Identity Statement] to which will be made the payments, to: [compta.fournisseurs@globecast.com](mailto:compta.fournisseurs@globecast.com) or any other address which Globecast shall have given it.

### 8.2. Date of payment

The date of payment corresponds to the period of forty five (45) days end of month counted from the invoice issue date, subject to an applicable legal public order provision.

### 8.3. Late payment penalties

In the event of late payment penalties are payable and calculated from the date after expiry of the date of payment, and until funds are paid by Globecast's bank to the Co-contractor's bank; they are set at three (3) times the legal interest rate. The chosen interest rate is the rate in force on the day the invoice is issued. In addition to the foregoing, any late payment shall automatically be sanctioned by the granting of fixed compensation for administrative costs of 40 Euros, as determined by the French Commercial Code.

### 8.4. Disagreement over the payment amount

In event of a disagreement concerning the value of the payment Globecast shall pay the undisputed sums. In this eventuality the late-payment penalties shall not apply to the term of discussion relating to the dispute between Globecast and the Co-contractor.

## 9. Performance period and flat-rate late-performance penalties

Performance periods contained in the Order are strict. When a period for performance of the Order is exceeded for reasons attributable to the Co-contractor, the Co-contractor incurs, without notice and as a simple consequence of the delay being observed, a late-performance penalty, unless otherwise provided, by application of the following formula:

$P = V \times R / 100$ , where:

- P is the value of the penalties;
- V is the value subject to penalty; this value is equal to the price excluding taxes of the services and/or products subject to the delay on the date on which the penalties are applied;
- R is the number of calendar days of delay.

The penalties are due without prejudice for Globecast's right to seek compensation for the loss caused due to the Co-contractor's failure to perform which led to their application.

Application by Globecast of the penalties does not prohibit it from applying the stipulations of article "Termination-Survival"; in this case all penalties requested by Globecast before the termination shall be retained by Globecast.

## 10. Transport

When transport is the Co-contractor's responsibility it shall undertake it at its exclusive expense and risk, as defined in the DAP Incoterm, unless otherwise mentioned, as stipulated in the Order, as far as the delivery location(s) stipulated by Globecast. It shall take personal responsibility, at its exclusive expense and risk, for all

claims or actions to be made or brought against the transport service-provider, provided that Globecast has notified the reservations stipulated in article "Delivery".

In the event of average or partial or total loss the Co-contractor must make full compensation or make replacements on an identical basis for products subject to damage, as Globecast sees fit, within a reasonable period agreed between Globecast and the Co-contractor.

In any event, in this case the Co-contractor shall incur the late-performance penalties mentioned in article "Performance period and flat-rate late-performance penalties" above.

### **11. Delivery**

The Co-contractor must deliver Products complying strictly with the logistical requirements which Globecast has sent it, and must make delivery compliant with the delivery times determined in the Order.

Products delivered by the Co-contractor must be accompanied by a separate statement drawn up for each destination and for each delivery. This statement shall show, non-exclusively:

- the dispatch date,
- the reference of the Order,
- the Co-contractor's identity,
- the identities of the delivered products and, if relevant, how they are distributed between packages.

On delivery of the Products Globecast has a period of three days, not including public holidays, to notify reservations relating to the shipment in the event of an average or partial loss.

### **12. Acceptance**

If Globecast makes no observations within a period of ten (10) calendar days of delivery of the Services or Products this shall be equivalent to acceptance, except for verification relating to the transport of the Products.

Globecast may request a price reduction if the non-compliance of the products or of the services is minor. If the Co-contractor accepts this request Globecast declares acceptance accompanied with the price reduction agreed with the Co-contractor.

If the Products or services are rejected at Globecast's request:

- the Products and services must be recovered by the Co-contractor at its expense and risk, and their price reimbursed to Globecast as rapidly as possible; or
- the Products and/or services must be modified to make them compliant as rapidly as possible, at the Co-contractor's exclusive expense.

If the Products or Services are rejected, any of Globecast's installations which have been modified for reasons attributable to the Co-contractor must be returned to their original condition at the Co-contractor's expense and risk.

In addition, the Co-contractor shall retain the ownership and the burden of the risks inherent to the Products and Services concerned by the rejection.

The above provisions shall not prevent the application of late-performance penalties and/or the option of termination set out in the Contract.

### **13. Transfer of ownership and of risks relating to the products**

The transfer of ownership and of risks relating to the Products sold to Globecast occurs from the date of acceptance by Globecast or its representative.

#### **14. Contractual guarantee**

Without prejudice to the application of the provisions of Articles 1641 and following of the French Civil Code, or any other statutory or regulatory provision, the contractual guarantee period is set at two (2) years from acceptance.

During this guarantee period the Co-contractor undertakes, within a maximum period of two (2) months from Globecast's motivated notification of the fault:

- to reimburse or replace the Products or Services at its exclusive expense (including in particular transport costs); or
- to repair the Products or correct the Services at its exclusive expense (including in particular transport costs).

The contractual guarantee term of the Products/Services which have been corrected or replaced shall continue for the above-mentioned term of two years, extended by the period of unavailability consecutive to their correction or replacement.

#### **15. License over software applications included in Products sold to Globecast**

The Co-contractor grants Globecast a non-exclusive license to use and distribute, in France and abroad, the software applications included in the Products delivered to Globecast during performance of the Order, for the full term of the intellectual property rights.

These applications include programs in the form of object code, the associated media, and all documentation required for their use (printed, online or electronic documentation).

The Co-contractor undertakes to grant the end users a license or sub-license over the applications included in the Products supplied to Globecast.

#### **16. Assignment of rights over the Deliverables**

When, in the course of performance of the Order, the Co-contractor delivers intellectual works in the sense of Book I of the Intellectual Property Code, based on the specifications established by Globecast or developed for Globecast's specific requirements (hereinafter The "Deliverables"), the provisions of the present article apply.

Deliverables are considered to include, non-restrictively: specific computer developments (in their source version and object code version), audio-visual works, architectural works, photographic works, multimedia works, advertising works, applied art works, literary works, musical compositions, designs and models, trademarks and all other distinctive signs in the sense of the Intellectual Property Code, together with all inventions, whether or not patentable, resulting from performance of the Order.

#### **Rights acquired or held before performance of the Order**

Performance of the Order does not transfer to a party any title of ownership, nor grant any assignment or concession of existing intellectual property rights of the other party before the Order is concluded.

The Co-contractor undertakes, at the term of performance of the Order, to return to Globecast any elements which Globecast may have sent it, with all copies which it may have made of these.

#### **Assignment of Rights over the Deliverables**

In consideration for payment of the price the Co-contractor assigns to Globecast, on an exclusive basis, and as they are created, all the intellectual property rights relating to the Deliverables.

Globecast is consequently authorised to take, at its sole discretion, in its name and at its expense, all intellectual property titles which it wishes over the Deliverables, in all countries.

Globecast is also authorised to accomplish all formalities, and to undertake all necessary steps to establish and protect its rights. These intellectual property rights are assigned to Globecast for the whole world and for the term of legal protection of these rights, for all commercial uses and/or for internal or external use.

The assigned rights include, although this list is not restrictive, the following exploitation rights:

- The right of reproduction, by Globecast or by any third parties of its choice, by all means or methods, and in particular using online digital networks, in all formats and on all media, both known and unknown on today's date;
- The right of representation, by Globecast or by all third parties of its choice, whether or not for payment, by all methods known or unknown on today's date, although this list is not restrictive, terrestrial televisual broadcast and televisual broadcast by satellite;
- The right of adaptation (including, in particular, the right of modification, correction, arrangement or translation into another language, or creation of derived works), either by Globecast or by a third party of its choice, and the right to exploit these adaptations, whether or not for payment.

Each of the assigned rights listed above extends to all modifications or developments of the Deliverables which Globecast has undertaken or commissioned from a third party.

At the same time as the above-mentioned intellectual property rights are assigned to it, the documents forming the medium for them, and in particular, although this list is not restrictive, the models used and the sketches, drafts, illustrations, masters and all elements of the creation, both originals and copies, shall become Globecast's material property.

Globecast may assign all or part of these rights or grant them, whether or not for payment, to any third party of its choice.

The Co-contractor undertakes to give Globecast all assistance, documents and information required in Order that Globecast may exercise its rights in full, in particular to enable it:

- to take, if it desires, in its own name, all intellectual property titles which it judges appropriate, in all countries, and to accomplish all formalities, and take all required steps to establish and protect its rights, provided it complies with the Co-contractor's non-pecuniary copyright;
- to defend and exploit the Deliverables. The Co-contractor shall be answerable for performance of the above obligation by its employees and former employees, in order to protect and mount the defence of Globecast's intellectual property rights.

The Co-contractor also undertakes not to use all or part of the Deliverables on its own behalf and/or on behalf of a third party, without Globecast's prior, written authorisation, and in accordance with the terms negotiated between the Parties.

## **17. License over the Application Packages**

When, in the course of performance of the Order, the Co-contractor issues an Application Package license, the provisions of the present article shall apply.

The term "Application Package" is understood to mean any computer program (except for a computer development constituting a "Deliverable") consisting of series of instructions enabling execution of a process under or convertible into a format which can be executed by a computer and attached on to a medium of physical expression, in any code format. The material elements supplied with the Application Package include the electronic files, the documents written in French enabling the use of the Application Package, i.e. the guides, description of the Application Package's functional specifications, the manuals describing the terms to which use of the Application Package in question is subject and, if applicable, how they can be called by the user's programmed instructions.

The Application Package is delivered in the form of an electronic file on an optical or magnetic medium, accompanied by the associated documentation. The Co-contractor guarantees that the Application Package, patches and new versions shall be delivered with a single, definitive key. The Application Package, new versions and patches shall be delivered in the premises mentioned in the Order, unless there is a change of address duly notified by Globecast.

La acceptance of the Application Package, the new versions and the patches is undertaken according to the provisions of article "Acceptance", with the exception of the acceptance period, which is thirty (30) calendar days from its delivery date.

The Co-contractor grants Globecast a license for the Application Package (including its adaptations, upgrades, updates and new versions, delivered if applicable in connection with maintenance services), on a non-exclusive basis, for the whole world, and for the full term of the legal protection of copyright, for all commercial uses and/or for internal or external use, together with all associated documentation.

Globecast is not authorised to remove or modify the wording, in particular concerning ownership, contained in the Application Package.

Globecast may use the Application Package and reproduce the Application Package for the purpose of installation, maintenance, backup or archiving. All reproductions of the Application Package by Globecast remain the Co-contractor's property.

Globecast undertakes not to reverse-engineer the Application Package, unless Globecast wishes to exercise rights in connection with article L.122-6-2 IV of the French Intellectual Property Code relating to legal protection of software applications.

Globecast may assemble all or part of the Application Package with other application package elements, in order to create a separate unit intended for its own usage.

Globecast reserves the right to correct any errors to which the Application Package may be subject, in the eventuality that the Co-contractor is defaulting (such as, in particular, compulsory administration or court-Ordered liquidation, disappearance of the business or voluntary cessation of activity).

Globecast is completely free to undertake one or more "development(s)" (in the sense of original computer program(s) developed by Globecast or any third party selected by Globecast, for Globecast's benefit, on the basis of the Application Packages granted by the Co-contractor) and shall remain the sole owner of the intellectual property rights relating to these "developments".

The maintenance services include the provision of bug-fixes or workaround solutions, support in the form of telephone assistance, the provision of updates and version improvements of the Application Package, together with on-site interventions, if required.

If no special stipulations are included in the Order, the undertakings regarding the Co-contractor's responsiveness in terms of telephone assistance and corrective maintenance are established as follows:

| Seriousness of the call                        | Maximum period for "first response" to the call during which the Co-contractor makes an expert available to make the diagnosis | Maximum period for response after the "first response", during which the Co-contractor undertakes to correct the fault and to provide a workaround solution whilst awaiting a patch |
|--|--|---|
| Blocking incident*                             | 15 minutes   | 2 hours   |
| Major Incident**                               | 1 hour   | 1 working day   |
| Minor incident***                              | 2 hours  | 2 business days   |
| Request for information (telephone assistance) | 2 hours  | 24 hours  |

\* an incident which blocks operation of the Application Package due to an error in the Application Package or an incident which blocks other applications/application packages in the processing chain due to an error in the Application Package.

\*\* an incident which blocks a major function of the Application Package due to an error in the Application Package or an incident which blocks a major function of other applications/application packages in the processing chain due to an error in the Application Package.

\*\*\* an incident which is neither "blocking" nor "major".

In the case of a workaround solution the final patch must be delivered within thirty-six (36) hours after the provision of the workaround solution.

Unless specifically stipulated and included in the Order, the maintenance service is provided by the Co-contractor from Monday to Friday, from 9 AM to 6 PM, excluding public holidays. The periods given in the above table are counted in this period.

Evolutionary maintenance consists in supplying, as they are made available in the French market, updates, modifications and extensions, new versions and updates of the reference documentation associated with the Application Packages.

Whenever Globecast has no copies of the source codes of the Application Package the Co-contractor must undertake at its expense an escrow of the up-to-date version used by Globecast of the developed source codes and their successive versions, or versions required for use of the Application Package, with an outside organization. The Co-contractor irrevocably grants Globecast a right to view its source codes for a term of ten (10) years after the term of the Order.

## **18. Disposition guarantee**

In respect of performance of the Order the Co-contractor declares and guarantees:

- that it is the sole holder and that it holds, without any restriction or reserve, all intellectual property rights enabling the order to be concluded and, this being so, that it has regularized, if applicable, all authorizations, agreements, assignments or licenses of rights required for exploitation, by Globecast, of the products and services, with all third parties which may hold rights over all or part of the elements comprising the products and services;
- that the services and products delivered under the Order contain no unauthorized borrowings from another work making Globecast liable on any basis whatsoever, and more generally do not infringe any right whatsoever.

The Co-contractor thus guarantees Globecast peaceful use and enjoyment of the rights assigned or granted under the Order, and shall hold Globecast harmless against any recourse or action which may be brought against it, on any basis whatsoever, by any natural person or legal entity which may consider that it holds rights, of any kind whatsoever, over all or part of the products or services. If, as a consequence of the action of a third party, Globecast suffers a disturbance of possession, it shall inform the Co-contractor thereof as rapidly as possible, and the Co-contractor shall immediately take the appropriate measures to cause it to cease:

- either to negotiate, at its expense and under its responsibility, the required assignments, licenses or authorisations, such that Globecast is able to continue to use the products and services in dispute, without limitation and without payment of any right, fee or compensation;
- or, failing this, to modify or replace the products and/or services in question such that they cease to be subject to the claim, whilst remaining compliant with the contractual terms.

If the Co-contractor is not able to undertake either of the above-mentioned actions Globecast may terminate the Order.

The Co-contractor must then repay to Globecast all sums paid for the services and/or products in question, without prejudice to Globecast's right to seek damages.



If the third party brings proceedings against Globecast the impleaded Co-contractor shall defend Globecast, and shall pay the costs relating to this defence, including the legal and expert consultancy fees and counsel's costs, together with any compensation which Globecast may be ordered to pay. In the eventuality of an amicable or compromise settlement the Co-contractor must obtain Globecast's prior agreement to the terms of the compromise which may have an effect on Globecast's exploitation of its rights.

Globecast undertakes to collaborate and to give the Co-contractor all documents requested from it in order to undertake Globecast's defence on optimal terms.

### **19. Security of the Co-contractor's site**

When the Order is performed in whole or in part in a site of the Co-contractor or of its subcontractor the Co-contractor guarantees:

- use of the site's security and protective security measures;
- the qualification of its personnel and subcontractors to guarantee the effectiveness of the said security measures, and to prove this to Globecast on first request;
- to inform Globecast if the site is located in a SEVESO risk area, and in such a case Globecast reserves the right to refuse use of the site in question.

Compliance with the protective security and security conditions by the Co-contractor is one of the determining terms, without which Globecast would not have given its consent.

### **20. Confidentiality**

Globecast and the Co-contractor undertake to keep confidential all information of which they may learn during the phases prior to performance of the Order, and during performance of it.

In the same manner, the Co-contractor also undertakes to keep confidential any information relating to the banking activities of Globecast or its subsidiaries which may come to its attention, in compliance with the provisions relating to professional secrecy, as stipulated by the monetary and financial code.

Information considered confidential in nature includes expertise, software applications, manufacturing and maintenance processes, economic, technical and strategic and commercial data, information relating to Globecast's installations and networks (plans, diagrams, measurements, analyses, etc.) and relating to Globecast's clients.

If the obligations are breached by one of the parties, independently of any criminal or civil sanctions which may be incurred, the party other than the defaulting one may terminate the Order, and termination on this basis shall give no entitlement to compensation. Each party undertakes to return on the other party's first request all confidential information which has been communicated to it.

### **21. Insurance**

The Co-contractor undertakes to produce for Globecast, before performance of the Order commences, an insurance certificate issued by a reputedly solvent insurance company (excluding any other organization) enabling Globecast to ascertain that the Co-contractor has sufficient cover to guarantee all its activities and all liabilities which may be incumbent on it or be incumbent on any subcontractors it may have, in connection with or on the occasion of performance of the Order, due to all forms of damage caused to Globecast, its employees or any third parties, the initial cause of which relates to the Order.

### **22. Termination - Survival**

If one of the parties fails to meet any one of its obligations the Order shall be terminated as of right one (1) month after the dispatch by the other party of a notice, by registered letter with notice of reception, which has gone unheeded, without prejudice to any damages that this other party may claim. The parties cannot

be released from the obligations which must survive termination or expiry of the Order, in particular the obligations relating to confidentiality, licenses and assignments of rights, and to guarantees.

### **23. Regularity with regard to social legislation**

The parties certify that they have made all the required declarations to the social security and tax organisations concerned, such that the products and services delivered under the Order shall be performed by employees who are legally and regularly employed with regard to the obligations of affiliation to the social security regime and to the provisions of articles L.1221-10 and following, L.1261-1 and following, and L.3243-1, L.5221-5 and L.8251-1 and following of the French Employment Code or all other applicable legal provisions.

When the Co-contractor assigns employees of foreign nationality for performance of the Order it must send a named list of the foreign employees requiring a work permit (pursuant to article D.8254-2 of the Employment Code when it is established in France, and pursuant to article D.8254-3 of the Employment Code under the terms of article L.1262-1 when it is established abroad). It also certifies that it has made the prior declaration of assignment of such employees to the employment inspectorate with territorial jurisdiction, pursuant to articles R. 1263-3 and following of the Employment Code.

The Co-contractor undertakes to comply with the provisions of the Employment Code relating to the prevention of illegal employment (article L.8211-1 and following) and must without fail send Globecast the required documents when concluding the Order, and thereafter every 6 months, until expiry of it, without solicitation, and without reminders.

### **24. Subcontracting**

If the Co-contractor decides to subcontract all or part of the Order it undertakes, before a subcontractor starts performance of any services, firstly to inform Globecast of the nature and scale of the services it intends to subcontract, and secondly to present the envisaged subcontractor for Globecast's acceptance and approval, together with the terms of payment of it, pursuant to the provisions of law 75-1334 of 31 December 1975.

Pursuant to article 14 of the above-mentioned law, payments of all sums due by the Co-contractor to each subcontractor must be underwritten by a personal joint and several bank guarantee obtained by the Co-contractor from a qualified and approved establishment. The Co-contractor must produce proof of this guarantee for Globecast.

The Order shall be terminated against the Co-contractor if:

- after Globecast has given notice to the Co-contractor to present a subcontractor for approval, this notice has gone unheeded,
- a subcontractor which Globecast has not approved nevertheless performs services under the present Order. The Co-contractor shall hold Globecast harmless against all actions brought by its subcontractor against Globecast as a consequence of this termination

The Co-contractor shall remain solely liable for all subcontractors acting on its behalf, and consequently undertakes to assume the risks of a failure to perform any of the obligations of the present Order caused by a fault or negligent act of its subcontractor.

### **25. Personnel – Line management and discipline**

In any event, the Co-contractor remains solely liable for the human, financial and technical resources which it must use to guarantee the satisfactory performance of the services commissioned from it.

To this end, in its capacity of employer, it undertakes the administrative, accounting and social management of the employees working to perform the services without any link of subordination with regard to Globecast, and assumes full liability for any damage caused to third parties for actions attributable to it in performance of its activity, which includes its liability for any accidents of which its personnel may be victims.

**26. Authorization to enter Globecast's premises**

The Co-contractor shall comply with the procedures established by Globecast to enter its premises or sites which are not open to the public.

Globecast may at any time demand to see the professional identity card or, failing that, an official identity card with a photograph, and also the pass provided by Globecast.

**27. Rules for access to Globecast's information system**

If, for the requirements of performance of the Order, the Co-contractor must have access to Globecast's information system the Co-contractor undertakes to comply with the applicable conditions and rules of access communicated to it by Globecast.

**28. Training services; Precautionary principle**

The Co-contractor shall take all measures in Order that no concept or methodology making reference to a sect or sectarian organisation, or inspired by an organisation of this kind, is used or distributed when training services are delivered. Globecast reserves the right to contact the Interministerial Mission for Identifying and Preventing Sects and Sectarianism in the event of a serious doubt.

If such a concept and/or such a methodology as referred to above is mentioned during a training course Globecast may terminate the present Order without compensation, pursuant to article "Termination" of the present contractual terms.

**29. Personal data protection****29.1 DEFINITIONS**

For the purpose of the following provisions, the terms "Personal Data", "Data Controller", "Data Processor", "Data Subject", "Processing" and "Recipient" shall have the meaning set up in the Applicable Data Protection Laws.

"Applicable Data Protection Laws" mean:

- the 95/46/EC Directive of the European Parliament and of the Council of 24<sup>th</sup> October 1995 on the protection of individuals regarding to the processing of personal data and on the free movement of such data, until May, 25<sup>th</sup> of 2018;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) repealing Directive 95/46 / EC, from May, 25<sup>th</sup> of 2018;
- where applicable, regulations adopted within the European Union and local laws that may apply to Personal Data processed within the scope of the Contract.

**29.2 GENERAL PROVISIONS**

The Parties undertake to comply with all Applicable Data Protection Laws.

The Parties agree that the provision of Services by the Supplier require the Processing of Personal Data delivered by Globecast or its Affiliated Companies.

For this purpose, Globecast and/or its Affiliated Companies will be deemed as the Data Controller and the Supplier as Data Processor. The Data Controller is entitled to issue at any time instructions on the nature, the scope and the methods of Processing.

The Data Processor shall process the Personal Data only in accordance with Applicable Data Protection Laws, the instructions of the Data Controller and with the terms of the Contract. If the Data Processor is prevented from processing the Personal Data according to the instructions of the Data

Controller or to the provisions of the Contract due to the Applicable Data Protection Laws, the Data Processor will inform the Data Controller, as far as legally possible, before carrying out the Processing. The Data Processor shall notify immediately the Data Controller if, in his opinion, an instruction constitutes a breach of the Applicable Data Protection Laws.

The nature and scope of the Processing(s), the Personal Data processed, the categories of Data Subject and the duration of the Processing(s) carried out by the Data Processor are defined in the Annex 1 attached.

### 29.3 SPECIFIC PROVISIONS

- (i) The Service(s) requiring the Processing of Personal Data shall be documented in Annex "Processing(s) description".

The Data Processor shall only carry out Processing operations as described in Annex "Processing(s) description".

If the Data Processor intends to make changes that could affect the Personal Data Processing(s), the Data Processor undertakes to notify the Data Controller in order to obtain its prior written consent. Any modification of the Processing shall lead to an amendment of Annex "Processing(s) description".

(ii) **Personal Data confidentiality**

The Data Processor shall:

- not disclose any Personal Data to any Recipient whether private or public, physical or legal, such as subcontractors, without the prior consent of Data Controller unless required to do so by a mandatory provision resulting from the law of the country in which the Data Processor is established and applicable to the Processing referred to in the Contract. In this case, the Data Processor shall provide to Data Controller the reference of the mandatory provision before processing the Personal Data;
- not disclose Personal Data to its employees who do not have to process Personal Data according to the Contract;
- ensure that only persons (employees, subcontractors and independent contractors providing services) who have first been bound by confidentiality or are subject to an appropriate legal obligation to secrecy are authorized to process Personal Data;
- ensure that only persons who are sufficiently aware about the instructions of the Data Controller are entrusted with the Processing of Personal Data;
- ensure that the obligation of confidentiality continues even after the termination or expiration of this Contract and after the termination of the employment or commissioning relationship with the persons entrusted with the Processing.

(iii) **Security, breach & obligation of notification**

The Data Processor shall take all necessary technical and organizational security measures aimed to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access in accordance with the Applicable Data Protection Laws and the Contract. Upon request, the Data Processor shall provide the Data Controller with a comprehensive, up-to-date data protection and security concept for the Processing.

The Data Processor shall notify the Data Controller immediately after becoming aware of any Applicable Data Protection Laws violation or any breach of security resulting in accidental or illegal destruction, loss, alteration, unauthorized disclosure of Personal Data transmitted, stored or otherwise processed, or unauthorized access to such data.

The notification shall be made to [obs.francedpo@orange.com](mailto:obs.francedpo@orange.com) by encrypted mail.

The notification shall contain the details necessary for reporting to the supervisory authorities, in

particular the nature and probable or actual consequences of the data protection infringement, the measures already taken or those proposed to remedy the infringement and the persons from whom additional information may be obtained, any Data Controller's impacted subsidiaries, the geographical areas concerned, and where possible, an estimate of the number of persons likely to be affected by the infringement in question and all information allowing to identify them. The Data Processor undertakes to keep the Data Controller informed of its investigations on a regular basis.

The Data Processor is aware that the Data Controller is obliged to inform the supervisory authorities immediately of any data protection violations. It is solely for the Data Controller to notify the relevant supervisory authority and, where applicable, the Data Subject of the data breach. The Data Processor shall not notify the competent authority(-ies) or Data Subjects in place of the Data Controller .

**(iv) Sub-processing**

The Data Processor shall not subcontract all or part of the Processing to a third party.

**(v) Cooperation with the Data Controller**

The Data Processor shall cooperate with the Data Controller:

- by providing the Data Controller with any documentation and information necessary for the Data Controller to demonstrate its compliance to the Applicable Data Protection Laws, in case of a request by the relevant data protection authority;
- in the management of the requests of the Data Subjects for the exercise of their rights and in particular their rights of access, rectification, deletion and / or opposition, or for any other request relating to the Processing of their Personal Data.

When a Data Subject contacts directly the Data Processor, the Data Processor shall notify Data Controller within 72 hours following the receiving of the request, by mail addressed to [obs.francedpo@orange.com](mailto:obs.francedpo@orange.com).

The Data Processor shall not respond to the request without the prior the Data Controller's consent.

**(vi) Indemnity**

The Data Processor will indemnify and hold harmless the Data Controller from any damages, including any fine, claim, lawsuit, etc. from third parties resulting from the breach by the Data Processor of this Article.

**(vii) International Transfer**

In case of transfer of Personal Data to a third country, not belonging to the Economic European Area (EEA), or in a country which does not have an adequate level of protection as defined by the European Commission, the Data Processor must obtain the prior written consent of the Data Controller.

If this consent is granted, the Data Processor undertakes to cooperate with Data Controller in order to ensure:

- the implementation of adequate procedures to comply with the Applicable Data Protection Laws, for example in cases where authorization by the competent authority appears necessary;
- the implementation of appropriate safeguards to frame the transfer in order to ensure the necessary and adequate level of protection under the Applicable Personal Data Protection Laws, such as the implementation of binding corporate rules or the conclusion of standard contractual clauses adopted by the European Commission.

**(viii) Data reversibility**

At Data Controller's option, Data Processor shall delete or return to Data Controller all the documents and files containing Personal Data after its written request or after the end of the provision of Services relating to Processing, without delay and without further formalities, and shall not retain any copy of

the data, unless required to do so by a mandatory provisions resulting from the law of the State in which the Data Processor is established. In this case, the Data Processor shall inform the Data Controller. In case of the deletion of the Personal Data, the Data Processor shall furnish to Data Controller without delay by mail, a certificate of deletion of the Personal Data.

**(ix) Contacts**

The contacts of the Data Controller and the Data Processor are listed in Annex "Processing(s) description" attached.

### **30. Corporate social responsibility**

Orange has designed a "Supplier Code of Conduct (hereinafter referred to as the "Code of Conduct") to share its social and environmental commitments with its service-providers. Globecast as part of Orange group has decided to adopt these values and guidelines.

The Co-contractor agrees to adhere to the Code of Conduct and to require its own suppliers and subcontractors to comply with the principles laid down by this Code. The Code of Conduct can be viewed on Orange website, at the following link:

<https://www.orange.com/en/Group/Governance/Governance-documentation>

<http://www.fournisseurs.orange.com/en/web/quest/nos-fournisseurs>

### **31. Compliance**

**(i) General**

The development of the Orange group is based on a set of values and guidelines promoting actions and behaviours respecting people (including, in particular, clients, employees and shareholders), as shown on the [Orange group's website](#). Globecast as part of Orange group has decided to adopt these values and guidelines.

These values and principles are part of a more general framework of fundamental principles, provisions and commitments, including without limitation the Universal Declaration of Human Rights, International Labour Organization standards, OECD guidelines (particularly regarding efforts to fight corruption) and other applicable national, European and international rules relating to the highest ethical and responsible standards of behavior (collectively the "**Rules**").

The Co-contractor agrees to comply with and procures that all of its Associated Persons and employees comply with the Rules.

**(ii) Corruption Prevention**

Globecast is committed to conducting business fairly and honorably, with integrity and honesty, and in compliance with all applicable laws. Globecast adopts a zero tolerance policy to corruption in all of its business activities and requires its third party representatives to comply with applicable anti-bribery laws and share Globecast's commitment to transparent business practices.

The Co-contractor has read and understood the Orange Code of Ethics and the Orange Anti-Corruption Policy, which are posted on [Orange's website](#).

The Co-contractor agrees to comply with, and procures that all of its Associated Persons and employees will comply with:

- a) the Orange Anti-Corruption Policy or equivalent standards set out in the Co-contractor's own anti-corruption policies;
- b) all laws on the prevention of corruption applicable to the Co-contractor in the country(ies) in which the Co-contractor operates, as well as with the provisions of the Foreign Corrupt Practices Act, the Bribery

Act 2010, the French Sapin Law II, the French Criminal Code and the French Criminal Procedure Code implementing the OECD Convention on combating corruption, as may be amended from time to time.

In particular, without limitation, during the term of the Contract, the Co-contractor:

- will maintain accurate, complete and transparent accounting records;
- will not offer or provide, and will procure that its Associated Persons and employees do not offer or provide, to any individual or entity, an advantage, financial or otherwise, in order or with the intention to obtain any specific business advantage in return or to induce improper behavior;
- will not offer any gift, meal, entertainment, travel or other advantage, nor make any charitable donation or political contribution to Globecast's customers or prospects or otherwise on behalf of Globecast without the prior approval of Globecast. Prior approval will be requested from the usual primary contact person of the Co-contractor at Globecast. Requests for approvals and approvals will be made by email.

### **(iii) Economic Sanctions Programs**

The Parties, the Contract and the activities under the Contract must 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**").

The Co-contractor represents and warrants that neither itself nor any of its Associated Person has been or is:

- listed by any government agency as being debarred, suspended, proposed for suspension or debarment or otherwise ineligible for participation in government procurement programs or other government projects;
- subject to any international trade or finance sanctions or embargoes;
- listed on any watch list, or consolidated 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.

The Co-contractor notify Globecast immediately if it ceases to comply with one of the above representations and warranties at any time during the term of the Contract. In such case, or if otherwise necessary in order to comply with any Trade Control Rules, Globecast will be entitled, without liability to the Co-contractor, to immediately suspend or terminate any of its obligations, the affected services or the Contract.

### **(iv) Implementation by the Co-contractor**

The Co-contractor represents and warrants that it has implemented all necessary and appropriate measures in order to ensure compliance with its obligations under this Article and the Co-contractor will ensure that such measures are maintained and properly applied during the term of the Contract. The Co-contractor will inform at once Globecast of any issues the Co-contractor has, or believes it will have, in complying with its obligations under this Article.

Upon Globecast's request, the Co-contractor will inform Globecast of the measures it has taken to ensure compliance with its obligations under this Article. If Globecast has reasonable cause to believe that the Co-contractor is in breach of its obligations under this Article, the Co-contractor will, promptly upon Globecast's request, provide to Globecast all documentation reasonably necessary to demonstrate compliance with its obligations under this Article. Globecast reserves the right to audit the Co-contractor, directly or by a third party, at the Co-contractor's cost, if the Co-contractor fails to provide appropriate documentation within a reasonable timeframe.



Any violation of this Article by the Co-contractor shall entitle Globecast to terminate immediately and automatically the Contract and or any Order without any other formality than the sending of a notice by Globecast to the Co-contractor for this purpose, without prejudice of any damages that may be claimed by Globecast to the Co-contractor.

For the purpose of this Article:

**"Affiliate"** any entity controlling, 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.

**"Associated Person"** means a natural person, company, corporation, firm, partnership, cooperative, association, government, state, statutory authority, foundation or trust, which or who is (a) an Affiliate of the Co-contractor, (b) an Owner of the Co-contractor, (c) a director or officer of the Co-contractor, (d) a subcontractor of the Co-contractor involved in the performance of the Contract or (e) an other representative of the Co-contractor.

**"Owner"** means any persons who or which (a) own individually or jointly, directly or indirectly, at least 50% of the voting power of the Co-contractor 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 the Co-contractor, whether through ownership of securities, by contract or otherwise.

### **32. Prohibition against using Globecast's trademarks**

Globecast is the owner, in France and abroad, of many registered trademarks, including the trademarks "Globecast", the logos, and, and all trademarks belonging to Globecast and its subsidiaries.

The Co-contractor expressly acknowledges that it has no right whatsoever, on any basis whatsoever, over trademarks which are the exclusive property of Globecast and its subsidiaries.

The Co-contractor undertakes not to use the trademarks without their owner's prior, written agreement.

### **33. Audit**

Globecast may undertake audits in the Co-contractor's premises, and in the premises of its subcontractors, in order to verify the Co-contractor's compliance with its obligations under the Order, provided it gives notice of at least five (5) working days.

If the conclusions of the audit reveal a breach by the Co-contractor of its contractual obligations the Co-contractor undertakes to implement, as rapidly as possible and at its expense, all measures required to cause the said breach to cease, without prejudice to Globecast's possibility of terminating the Order in accordance with article "Termination-survival".

### **34. Force Majeure**

In the event of a case of force majeure, as defined by article 1218 of the civil code, the injured party undertakes to inform the other thereof as rapidly as possible, and the parties' reciprocal obligations shall initially be suspended, except for any which may survive, as referred to in the sections "Confidentiality", "Personal Data", "Contractual Guarantee", "Dispossession Guarantee", "Regularity in regard to social security legislation" and "Corporate Social Responsibility" and "Compliance".

If the suspension exceeds a period of thirty (30) days the Order may be terminated as of right, on the initiative of either party, subject to the despatch of a registered letter with acknowledgement of receipt. The parties



shall then be released from their reciprocal undertakings, except for any obligations which may survive, without any compensation being due to either party.

### **35. Transfer**

The Contract, in full or in part, may not be transferred by the Supplier without the prior and written consent of Globecast. Globecast should furnish a motivated refusal. Its refusal may be motivated particularly in the case the Suppliers wishes to transfer the Contract to an entity outside continental France.

Regarding the rights and duties of Globecast under the Contract, the latter may freely transfer or license all or part thereof to any affiliated company or substitute any affiliated company to itself subject to the respective affiliated company providing the Supplier all such rights and duties. Globecast shall be exempted from its duties on the effective date of the respective operation.

### **36. Evidence agreement**

The Parties agree to consider messages received by fax or by electronic means and more generally electronic documents exchanged between them, as original written documents in the meaning of article 1366 of the French Civil Code i.e. as having the same value as the value lent to the original. The Parties agree to retain faxes and electronic mail so as to be able to made reliable copies in the meaning of article 1379 of the French Civil Code.

### **37. Waiver**

The fact for either of the Parties of not claiming one or more of the provisions of the Contract shall not imply that Party's waiver of its right to claim the same later.

### **38. Notification**

All notifications to be made in the framework of the Contract shall be made in rating (mail, fax or e-mail) to the addresses respectively specified in the Order Form.

### **39. Partial invalidity**

In the event some of the provisions of the Contract are unenforceable for any reason, including due to an applicable law or regulation, the Parties shall remain bound by the other provisions of the Contract and shall attempt to remedy the inapplicable clauses in the same spirit as the one prevailing upon the conclusion of the Contract.

### **40. Applicable Law - Disputes**

The Contract is subject to French law. If a disagreement arises the parties undertake to meet to attempt to find an amicable settlement before legal proceedings are brought. If an amicable settlement cannot be found either of the parties may refer the matter to the Paris courts with jurisdiction.

### **41. Applicable language**

In the event all or part of the Contract is translated, it is formally agreed that only the French version shall prevail in the event of any interpretation issue.

## ANNEX

### “DATA PROTECTION”

#### **Processing(s) description**

**Purpose(s) of the processing(s):**

**Processing operation(s) (collection, storage, consultation, disclosure...):**

**Categorie(s) of Data Subjects:**

**Categorie(s) of Personal Data processed:**

**Categories of recipient(s) (processors, authorities...):**

**Categories of the processor’s personal having access to Personal Data (agents, account managers, lawyers, technicians, ...):**

**Personal data storage duration:**

**Reversibility option (return or deletion):**

#### **Contacts**

(1) The Data Processor's contact is:

Contact: <<...>>

Title: <<...>>

Telephone: <<...>>

E-mail: <<...>>

(2) The Data Processor's data protection officer is:

Data Protection Officer: <<...>>

Telephone: <<...>>

E-mail: <<...>>

(3) The Data Controller's contact is:

Contact: Data protection committee

E-mail: [data.protection@globecast.com](mailto:data.protection@globecast.com)

(4) The Data Controller's data protection officer is (if existing):

Contact: Ms Béatrice Fréret

E-mail: [obs.francedpo@orange.com](mailto:obs.francedpo@orange.com)

### **Technical and organizational measures**

The Data Processor implements the following measures:

### **Information about Subprocessors**

Within the scope of the CONTRACT, the Data Processor intends to deploy the following Subprocessors for the following services/at the following Processing locations:

Subprocessor: ... *(name/company, address, contact data of the technical manager)*

Services: (...)

Processing location (address): (...)

Subprocessor: ... *(name/company, address, contact data of the technical manager)*

Services: (...)

Processing location (address): (...)