

**GENERAL TERMS AND CONDITIONS  
SATELLITE SERVICES****ARTICLE 1: DEFINITIONS**

In this Agreement, the following words and expressions, starting with a capital letter, whether in singular or plural, shall have the following meanings:

**"Agreement"** shall mean these terms and conditions together with all Annexes attached thereto.

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

**"Charges"** shall have the meaning defined in article 9.2.1.

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

**"Credits"** shall have the meaning defined in Annex 2 of the Order form.

**"Customer"** shall mean the company mentioned in the Order Form.

**"Customer's Signal"** shall mean the signal having the technical characteristics set out in Annex 1 of the Order form provided by the Customer to Globecast.

**"Effective Date"** shall mean defined in the Order Form.

**"Force Majeure Event"** shall have the meaning defined in article 10.1.

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

**"Globecast"** shall mean Globecast France, SAS registered in Nanterre under N° 440 186 740, whose registered office is at 9/15 rue Maurice Mallet - 92130 Issy-les-Moulineaux.

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

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

**"Satellite Capacity"** shall mean the bandwidth on a satellite transponder as set out in Annex 1 of the Order form.

**"Service"** shall mean the transmission of the Customer's Signal on the Satellite Capacity as more fully described in Annex 1 of the Order Form.

**"Service Commencement Date"** shall mean the date agreed between the Parties as set out in Annex 1 of the Order form or in the absence of such date, the day when Globecast notifies to the Customer that the Service is made available for its use. In any case, the Service will commence only upon receipt of the deposit provided in article 9.1, unless otherwise agreed by the Parties in the Order Form.

**"Tax"** or **"Taxes"** shall mean any tax, charge, levy, duty, usage or other fee - including, without limitation, value added taxes, withholding taxes and other similar taxes and charges which may be asserted against Globecast or the Customer by any

governmental entity with respect to or arising from the Service provided to the Customer and/or the Customer's use of the Service. Taxes is defined with the exception of any net income taxes, salary or wages tax or property tax on Globecast.

**"Term"** shall have the meaning defined in article 4.

**"Unavailability"** shall have the meaning defined in Annex 2 of the Order form.

**ARTICLE 2: PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to define the terms and conditions under which Globecast will provide the permanent transmission of the Customer's Signal on the Satellite Capacity.

**ARTICLE 3: CONTRACTUAL DOCUMENTS**

**3.1** This Agreement is made up of the following contractual documents

- These General terms and conditions
  - o Annex: Description of Processing of Personal Data by Globecast
- The Order Form signed
  - o Annex 1: Technical description of the Service;
  - o Annex 2: Service Level Agreement; and
  - o Annex 3: Charges.

**3.2** In the event of any contradiction between these terms and conditions and the Order Form, the provisions contained in the Order Form shall prevail.

**ARTICLE 4: TERM**

This Agreement shall come into force on the Effective Date for a firm period ("Term") defined in the Order Form as of the Service Commencement Date.

**ARTICLE 5: THE SERVICE**

**5.1** In consideration of the Customer performing all its obligations under this Agreement, and subject to the terms and conditions set out herein, Globecast shall provide the Customer with the Service as technically described in Annex 1 of the Order Form, according to the Service Level Agreement set out in Annex 2 of the Order Form, during the Term.

**5.2** Globecast will use all reasonable endeavours to provide the Service to the Customer, and undertakes to pay the Credits to the Customer in case of Unavailability of the Service as set out in Annex 2 of the Order form.

**5.3** The Customer authorises Globecast, during the Term, to monitor the Customer Signal solely for the purposes of providing the Service in accordance with this Agreement.

**5.4** The Service does not cover the production and supply of the Customer's Signal, nor the provision, installation and operation of ground reception stations, nor the treatment of the Customer's Signal at reception centres, nor the referencing into a bouquet. If the Customer wishes to be listed within a bouquet, it will be solely liable for entering

into a referencing agreement with the considered operator, and for obtaining an EPG number from such operator.

**5.5** Globecast will be able to modify any technical and operational parameter or equipment used to provide the Service as described in Annex 1 of the Order form without the Customer's previous consent provided there is no impact on the quality of the Service as described in Annex 2 of the Order form. Such modification shall not in any case entitle the Customer to any indemnification or financial compensation whatsoever. In particular, the Parties expressly acknowledge and accept that the Satellite Capacity's reception frequency is a parameter that could be modified by Globecast.

**5.6** If the Satellite Capacity used to provide the Service being a SES 5 capacity, the Parties agree that if required by the Satellite Capacity supplier, Globecast would be entitled to modify the Satellite Capacity (satellite and transponder) without the Customer's prior consent. Globecast will previously notify the Customer of such modification. In any case, Globecast undertakes to maintain a minimum power of 48dBW as measured in Johannesburg.

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

## **ARTICLE 6: THE SATELLITE CAPACITY**

**6.1** Unless otherwise in the Order Form, the Satellite Capacity is Not Backed up and Non Pre-emptible.

**6.2** The term "Not Backed up" means that in the event of any failure or unavailability of the Satellite Capacity, Globecast shall not be under an obligation to restore it or provide alternative satellite capacity.

**6.3** The term "Non Pre-emptible" means that, subject to the other provisions of this Agreement, the Satellite Capacity may not be taken from the Customer by Globecast for the benefit of any other user whose satellite capacity has become unavailable.

## **ARTICLE 7: CUSTOMER'S OBLIGATIONS AND WARRANTIES**

**7.1** The Customer shall be responsible:

- for providing the Customer's Signal to Globecast in a form suitable for receipt and transmission and shall ensure that the Customer's Signal at all-time complies with the technical characteristics described in Annex 1 of the Order form. The said technical characteristics may not be modified without prior written consent of Globecast and subject to the Customer taking at its own expense any additional charge that Globecast reasonably requires to implement such changes. In particular, the Customer shall only be permitted to provide data connected with the Customer's Signal as described in Annex 1 of the Order form and the transmission of any additional data is not permitted unless with Globecast previous consent;

- for providing information promptly upon request from Globecast, which Globecast reasonably requires from time to time in relation to the provision of the Service and the performance of this Agreement;
- for providing any unscrambling devices (cards in particular) that Globecast may require for monitoring the Customer's Signal (if applicable); and
- for complying with any applicable operating conditions of the Satellite Capacity provider imposed on Globecast that concern use and delivery of the Service including, without limitation, all procedures relating to test and control operations and any technical specifications concerning satellite transmission services to the extent that such conditions has been previously notified to the Customer.

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

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

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

**7.4** If Globecast or the Satellite Capacity Provider consider that the Customer's use of the Service threatens the health of the Satellite Capacity or interferes, disrupts or causes loss to other services using the Satellite Capacity's satellite (in particular as a result of third party jamming of the Customer Signal), Globecast is entitled to cease immediately any transmission in particular upon request of the Satellite Capacity provider. The Customer shall be informed of such interruption by phone, mail or e-mail. In such case, Globecast or the Satellite Capacity Provider shall under no circumstances be obliged to institute legal proceedings against any third party.

**7.5** The Customer undertakes to use the Service for its own use and not to allow whole or partial use by a third party.

**7.6** Without prejudice to Globecast's other rights and remedies, the Customer shall indemnify, and hold Globecast harmless from and against all liabilities, demands, losses, costs, damages and actual expenses (including reasonable legal fees) suffered or incurred by or awarded against Globecast (i) in consequence of any actions or omissions of the Customer that are inconsistent with, or are in breach of, the Customer's obligations and

warranties under this Agreement, and (ii) in consequence of any proceeding brought against Globecast by any third party in relation with the Content.

## **ARTICLE 8: GLOBECAST'S LIABILITY**

- 8.1** Globecast will not be liable for any special, incidental, indirect, or consequential damages whatsoever (including without limitation, damages for loss of goodwill, lost profits, lost savings or lost opportunities, business interruption, loss of use, loss of commercial image, loss of data) even if such damage was foreseeable or Globecast had been advised of the possibility of such damage.
- 8.2** The total amount of damages likely to be owed by Globecast in the framework of the Agreement shall not exceed :
- for any loss or damage sustained or incurred by the Customer resulting from any breach of Globecast obligations' in terms of quality of Service as set out in the Service Level Agreement in Annex 2 to the Credits;
  - for any other loss or damage suffered by the Customer, for all claims in aggregate, to three (3) months' Charges paid or payable by the Customer under this Agreement.
- 8.3** Globecast shall have no liability to the Customer if it has not notified in writing to Globecast the circumstances giving rise to the action within one (1) year of the occurrence of the said circumstances or the date the Customer became aware of them or the date when it ought to have become so aware.
- 8.4** This Agreement sets forth all Globecast's obligations, warranties, representations and liabilities (including of its employees, agents and subcontractors) in relation to the provision of the Service. Except as expressly stated in this Agreement, all other terms, conditions, warranties, and undertakings, express or implied, statutory or otherwise in respect of Globecast's liability under or in respect of this Agreement are hereby excluded.

## **ARTICLE 9: FINANCIAL TERMS**

### **9.1 Security deposit**

- 9.1.1** Eight (8) calendar days prior to the Effective Date, the Customer shall pay to Globecast a defined in the Order Form as a deposit, corresponding to six (6) months' aggregate Charges paid or payable by the Customer under this Agreement, unless otherwise agreed between the Parties in the Order Form. The deposit may be either a cash security deposit or a first demand bank guarantee issued by a creditworthy French bank, said bank guarantee shall be in force for the Term of the Agreement.
- 9.1.2** Failure of the Customer to provide said deposit when due shall give Globecast the right to terminate this Agreement immediately.
- 9.1.3** The deposit shall be held by Globecast and applied at Globecast's discretion against payment for any Charges or any other sum due by the Customer to Globecast under this Agreement, not paid by the due date.

- 9.1.4** In the event that Globecast applies the deposit to sums in arrears, and unless in the case set out in article 12.7 below, the Customer agrees that, upon notification from Globecast of such application, it shall immediately replenish its deposit to the full initial amount; failure of the Customer to do so shall give Globecast the right to terminate this Agreement immediately.
- 9.1.5** In the event that the bank guarantee is terminated during the Term, the Customer shall renew it immediately; failure of the Customer to do so shall give Globecast the right to terminate this Agreement immediately.
- 9.1.6** The application of the deposit shall not preclude Globecast from seeking any other remedy under this Agreement. Such deposit is not a measure of Globecast's damages in the event of the Customer's default.
- 9.1.7** If the deposit is a cash security deposit, and provided the Customer has paid all sums payable under this Agreement, Globecast undertakes to return the deposit to the Customer within one (1) calendar month from the termination date of the Agreement. The Customer waives the right to receive any interest on the amount of the cash security deposit.

### **9.2 Charges, invoicing and payment terms**

- 9.2.1** Globecast will invoice the charges set out in Annex 3 of the Order form and any other charges related to the Service as agreed between the Parties from time to time (together referred to as the "**Charges**"), in advance at the beginning of each month as of the Service Commencement Date. The term "in advance" means before the Service has been provided.
- 9.2.2** The Customer shall pay the Charges within thirty (30) calendar days as of the invoice date by transfer into Globecast's nominated bank account.
- 9.2.3** If any sum hereunder is not paid by the due date then, Globecast will charge (without prejudice to any of its other rights and remedies) interest on such sum on a day to day basis, such interest to run from the due date to the date of payment (both dates inclusive) at the rate of the European Central Bank in force plus ten (10) points. In addition to the aforementioned late payment penalties, a fixed debt recovery fee of forty Euros (€40) will be charged to cover debt recovery costs in accordance with the provisions of articles L. 441-9 and D. 441-5 of the French Commercial Code. Should the debt recovery costs incurred by Globecast be greater than the fixed debt recovery fee, the Customer will be liable to pay Globecast's actual debt recovery costs as duly evidenced by appropriate documents. The Parties expressly agree that above-mentioned late payment penalties and debt recovery fee will be due automatically without any formality or notice.
- 9.2.4** The Parties agree that Globecast might set off any sum due by the Customer under this Agreement, not

paid by the due date, against any other sum due by Globecast to the Customer under any other contract agreed between Globecast or any Globecast's affiliate and the Customer. Globecast affiliate shall mean any entity which is directly or indirectly owned or controlled by Globecast Holding, Globecast's mother company. For the purpose of this definition, the term "control", as applied to all entity, shall mean, the direct or indirect, possession of at least thirty percent (30%) of voting right or the power to elect board directors or representative of this entity by means of contractual arrangements or otherwise.

**9.2.5** Any disagreement or any request for clarification by the Client regarding an invoice should be notified by registered mail with return receipt within a maximum period of time of twelve (12) months as from the payment date as defined in the article 9.2.2 above. After such period of time, the invoice shall be deemed accepted in its principle and amount and no dispute shall be accepted by Globecast. The above-mentioned times are interrupted by a written complaint from the Client to Globecast and by the sending by Globecast to the Client of a payment reminder, even by plain mail.

In the event of any dispute which has been accepted by Globecast, it being understood that Globecast may only challenge the validity of a dispute on legitimate and reasonable grounds, Globecast shall reimburse the sums corresponding to the disputed services.

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

### **9.3 Taxes**

**9.3.1** Charges under this Agreement are exclusive of any Tax. Taxes shall be solely borne by the Customer. As a consequence, the net amount to be paid to Globecast shall in all cases be equal to what Globecast would have received if no Taxes were applied.

**9.3.2** Prior to any invoicing, the Customer will deliver to Globecast: (i) a certificate of residency issued by the relevant authority, and (ii) its VAT, or similar taxes, identification number (or Tax Identification Number). If applicable, the Customer will inform Globecast if Services will be used or provided and/or invoiced to a permanent establishment it has outside its country of incorporation, or in an overseas, offshore or assimilated territory. The Customer will immediately inform Globecast of any change in its status during the period of validity of this Agreement. The Customer will indemnify Globecast for any Tax, interest and/or penalty due to an incorrect, late or missing information relating to its status.

**9.3.3** 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), (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 Agreement by the competent tax authorities.

### **ARTICLE 10: FORCE MAJEURE**

**10.1** Neither Party shall be liable for any failure or delay in performance of its obligations under this Agreement, except for completing any due obligation of payment related to a Service that has already been provided, where such failure or delay is due to a Force Majeure Event. A "Force majeure Event" means any event as defined in article 1218 of the French civil code as well as the following events: total or partial strikes, lockouts, epidemics, breakdown of transportation, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or any competent authority, Globecast's compliance with any obligation or instructions applicable to this Agreement from the Satellite Capacity provider, any governmental, legal or statutory restrictions making impossible the provision of the Service, act of god, earthquakes, fire, lightning, explosion, flood, storms, high winds, bad weather conditions, any event in space affecting the space sector or wireless transmission such as meteorites, heavy ions, electrostatic discharges, special solar activity, meteorological and astronomic disruptions, radioelectric disturbances, end of life of the Satellite Capacity or any other cause whether similar or dissimilar to the foregoing.

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

**10.3** Thirty (30) calendar days after the occurrence of a Force Majeure Event, Customer may request that Globecast shall use its reasonable endeavours to find any other available alternative service but in any event Globecast shall not be liable to the Customer in any way whatsoever in the event that Globecast fails to find such alternative service. If Globecast succeeds in finding an alternative service then the Parties shall negotiate the terms of such agreement in good faith. Otherwise the obligations set out in this Agreement shall be terminated automatically without liability from the date of termination, and without indemnification.

**10.4** In any case, either Party shall have the right to terminate this Agreement on written notice to the other in the event that a Force Majeure Event continues for a period of two (2) calendar months, without either Party being entitled to indemnification.

### **ARTICLE 11: ECONOMIC SANCTIONS PROGRAMS**



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

## **ARTICLE 12: SUSPENSION / TERMINATION**

- 12.1** Globecast may in its sole discretion either suspend the Service or terminate the Agreement by written notice to the Customer by any means including by email, if the Customer commits a material breach of any of its obligations under this Agreement, including but not limited to non-payment of any sum due under this Agreement or any other agreement with Globecast by the due date, and fails to remedy such breach within seven (7) calendar days of written notice from Globecast.
- 12.2** Globecast may in its sole discretion either suspend the Service or terminate the Agreement immediately by written notice to the Customer:
- if the Customer commits a breach of any of the provisions of article 7.2 and 7.3; and
  - in the case set out in articles 7.4 and 11.3.
- 12.3** The Customer shall remain liable to pay the Charges during any period of suspension under provisions 12.1 and 12.2 above.

- 12.4** The Customer may terminate this Agreement by written notice to Globecast if Globecast commits a material breach of any of its obligations under this Agreement and fails to remedy such breach within one (1) calendar month of written notice from the Customer.
- 12.5** Both Parties may terminate this Agreement in the event of a Force Majeure Event subject to the conditions set out in article 10 above.
- 12.6** In the event of termination, the Customer shall within seven (7) Business Days of the effective date of termination:
- pay to Globecast all Charges due up to termination;
  - except if the termination is motivated by a material breach of Globecast, pay to Globecast all Charges which would have been payable to the remainder of the Term; and
  - except if the termination is motivated by a material breach of Globecast, reimburse to Globecast any cost or expense incurred by Globecast related to the termination.
- 12.7** In case of termination of the Agreement due to non-payment of Charges by the Customer not remedied within the time period set out in article 12.1 above, Globecast reserves the right to apply the security deposit set out in article 9.1 above, against payment of all sums due by the Customer on the date of termination, including if applicable, against the early termination penalty set out in article 12.6 above.
- 12.8** Any termination of this Agreement shall be without prejudice to the rights or remedies of either Party against the other Party in respect of any breach of this Agreement.

## **ARTICLE 13: CONFIDENTIALITY**

- 13.1** The Parties, shall treat as strictly confidential all Confidential Information obtained from or otherwise disclosed to the other in connection with this Agreement and shall not divulge such Confidential Information to any third party without the prior written consent of the Party disclosing the Confidential Information. For the purpose of this article, **"Confidential Information"** shall mean all information in any form, which is either stated to be confidential or secret or is by its nature implicitly, including without limitation the terms of this Agreement as well as any detailed circumstances of a technical incident related to the Service. In addition, the provisions of this article shall be extended to the Customer in respect of any Confidential Information related to the businesses of either Orange, as long as Globecast is part of the Orange Group, or the Satellite Capacity provider. The provisions of this article shall not apply to any information which is (i) in or enters into the public domain other than by breach of this article; (ii) in the possession of a Party prior to its disclosure to it under the terms of this Agreement; (iii) obtained from a third party without restriction; or (iv) required to be disclosed by law or by any legal, administrative or governmental competent authority. Both Globecast and the Customer agree that all Confidential Information is, and shall remain the property of the Party disclosing the same.

- 13.2** Notwithstanding the above, Globecast shall have the right to publicise the existence of this Agreement and use the name of the Customer as well as its distinctive signs for the purpose of so publicising the existence of this Agreement.

#### **ARTICLE 14: DATA PROTECTION**

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

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

- 14.1** Customer and Globecast accept and acknowledge that in relation to the Services provided under this Agreement:
- (a) the Customer, by specifying and procuring the Services, is a Data Controller; and
  - (b) Globecast, by providing the Services specified by the Customer to the Customer and its end-users, is a Data Processor.

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

- 14.2** Customer and Globecast will each comply with all applicable requirements of the Data Protection Legislation.
- 14.3** Customer is responsible for and will comply with all obligations imposed on Data Controllers by applicable Data Protection Legislation and for ensuring that the use of the Services by Customer and its end-users does not result in a breach of such obligations. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Globecast for the duration and purposes of this Agreement and to enable Globecast to lawfully provide the Services.
- 14.4** Globecast will comply with the reasonable written instructions of Customer in the Processing of the Personal Data provided that such instructions are lawful and are not contrary to other provisions of the Agreement and unless Globecast is required by the laws of any member of the European Union or by the laws of the European Union applicable to Globecast to process Personal Data. Where Globecast is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Globecast shall promptly notify the Customer of this before performing

the processing so required unless Globecast is prohibited by law from notifying the Customer.

- 14.5** Globecast will implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).
- 14.6** Customer is responsible for the management of the requests of Data Subjects for the exercise of their rights under the Data Protection Legislation including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/ erasure requests, keeping Personal Data accurate and up to date and the obtaining of any necessary consents. Upon Customer's written request and insofar as this is possible, reasonable and proportionate, Globecast will assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Globecast' assistance is subject to Customer proving that Globecast processes the Personal Data of the relevant Data Subject on Customer's behalf.
- 14.7** Customer is informed that portions of the Agreement may be performed (which may include subprocessing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA). Globecast is responsible for the sub-processing and performance of all of its Affiliates and subcontractors in accordance with the requirements of the applicable Data Protection Legislation and shall ensure that such sub-processing shall be on terms substantially equivalent to this Clause.
- 14.8** The list of Affiliates and the list of subcontractors will be defined to the Order Form concerned. Globecast shall inform the Customer of any changes concerning any additional or replacement Affiliates and/or subcontractors.
- 14.9** Globecast will ensure that its employees, Affiliates, subcontractors and each of their employees, workers

and independent contractors providing Services under the Agreement will keep the Personal Data confidential.

- 14.10** Customer expressly agrees that Globecast may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.
- 14.11** Customer hereby provides its prior written consent for Globecast to transfer Personal Data outside the EEA provided that:
- (a) the Customer or Globecast has provided appropriate safeguards in relation to the transfer;
  - (b) affected Data Subjects have enforceable rights and effective legal remedies;
  - (c) Globecast complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) Globecast complies with reasonable instructions notified to it in writing in advance by the Customer with respect to the processing of the Personal Data.

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

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

## **ARTICLE 15: APPLICABLE LAW AND JURISDICTION**

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

## **ARTICLE 16: MISCELLANEOUS**

- 16.1 Compliance with Laws.** The Parties will comply in all material respects with applicable laws, rules and

regulations, now in effect or hereinafter enacted or adopted, in the jurisdiction in which the Services are provided. In particular, each Party will comply with their obligations under applicable data protection legislation, Customer acting in its capacity as data controller and Globecast acting in its capacity as data processor.

- 16.2 Relationship.** Nothing in this Agreement shall be deemed to constitute between the Parties a relationship of principal and agent, association, partnership, joint venture, or any other legal entity, any other fiduciary relationship.
- 16.3 Non waiver.** No delay or failure by either Party to exercise any of its powers, rights or remedies under this Agreement will be considered as a waiver of them.
- 16.4 No third party beneficiaries.** This Agreement does not create any right or benefit enforceable by any third party.
- 16.5 Assignment.** The Parties shall not be entitled to assign or otherwise transfer all or any part of this Agreement without the express written consent of the other Party. Notwithstanding the above statement, Globecast may without the Customer's consent assign or transfer all or any part of this Agreement:
- to an Orange Group company as long as Globecast is part of the Orange Group ; or
  - in case of a merger, partial spin-off or divestment of assets.
- 16.6 Financial information.** Globecast reserves the right to transmit, at any time during the Term, all information enabling the assessment of the Customer's creditworthiness, to any Orange group entity.
- 16.7 Hardship.** The Parties expressly agree to exclude the application of article 1195 of the French civil code.
- 16.8 Amendments.** No modification to this Agreement will be effective unless it is in a written amendment signed by both Parties.
- 16.9 Severability.** If any provision of this Agreement is deemed to be unenforceable, it will not affect the validity of the rest of the Agreement.
- 16.10 Entire agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and cancels all prior agreements, statements and representations written or oral with respect thereto.
- 16.11 Notices.** Except as otherwise provided in this Agreement, any notice or other document to be served under this Agreement shall be in writing in the English language and delivered to the addresses set out below and will be sufficiently given when delivered (a) by commercial courier, (b) by registered mail, or (c) by facsimile transmission. Notices will be deemed to have been given on the date on which such communication ought to have been delivered in due course of postal or facsimile transmission.
- If to Globecast:** Immeuble Central Park – 9/15 rue Maurice Mallet - CS90114 – 92136 Issy-les-Moulineaux Cedex - France  
FAO: Mr Philippe BERNARD  
Cc: Legal Department
- If to the Customer:** As defined in the Order Form
- 16.12 Survivability.** All provisions that by their nature are intended to survive the expiration of this Agreement (including without limitation article 7, 8, article 13 and article 15) shall survive and remain in full force and effect.

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

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

**1. Processing Activities**

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

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

<i>Categories of Personal data identifiable by Globecast</i>	
Identification data (ID document / number, phone number, email, ...)	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services)	No
Location Data (geographic location, device location)	No
CRM data (billing information, customer service data, ticketing info, telephone recordings, etc.)	No
Financial data (bank account details, payment information)	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life and/or orientation)	No
<i>Categories of Personal data not identifiable by Globecast</i>	



Any categories of personal data that may be contained in the voice, data or internet traffic of Customer carried over 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	No

### 3. Subject-matter and duration of the processing

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

### 4. Purposes of processing

Provision of the service to Customer
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### 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 ...)	No

### 6. Sub-processors

<i>Sub-processors approved by Customer</i>	<i>Safety measures</i>
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