

EQUIPMENT AND SERVICES SUPPLY AGREEMENT GLOBECAST'S STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

Expressions defined in the Order shall apply in the interpretation of these Standard Terms and Conditions. In addition, the following expressions shall have the meaning set out against them:

"Affiliate" any entity controlling, controlled by or under common control with a Party, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise;

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

"Agreement": these Standard Terms and Conditions and the Order together with any appendices referred to;

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

"Business Day": every day excluding Saturdays and Sundays and national holidays in England;

"Charges": the charges payable by the Customer to Globecast for Service(s) and/or the Equipment as set out in the Agreement and these Standard Terms and Conditions;

"Confidential Information": all information (in whatever format) designated as confidential by either Globecast or the Customer together with such information as is related to the business, affairs, customers, products, development, trade secrets, know-how and personnel of either Globecast or the Customer and which may reasonably be regarded as the confidential information of either Party;

"Customer": the person, firm or company identified as the customer in the Agreement;

"Economic Sanctions" means the economic, financial or trade sanctions programs or restrictions, prohibition or embargos against certain countries, individuals or entities in accordance with the resolutions of the United Nations Security Council (UNSC) or under the laws and regulations of the European Union and its member states, the United States, or of any other applicable countries or authorities;

"Equipment": the equipment required under the Order to be leased by Globecast to the Customer on the terms and conditions set out in this Agreement;

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

"Laws": includes law, regulations, rules and government policy;

"Order": the Customer's verbal or written order for the Equipment and/or the Services which incorporates these Standard Terms;

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

"Sites": those premises at or to which Globecast is required to perform the Services and/or deliver and/or install the Equipment;

"Service(s)": the provision of the Equipment by Globecast from time to time which may include supply and installation and maintenance of the Equipment, as set out in the Order;

"Term" the term as defined in the Order;

"Territory": the United Kingdom and such other countries as Globecast may agree with the Customer in writing from time to time.

2. ORDERS

2.1 Once the Order is accepted by Globecast, it will form an agreement to provide Equipment and/or Services (as specified in the Order) to the Customer subject to the provisions of this Agreement.

2.2 These Standard Terms and Conditions govern the lease and supply of Equipment and Services by Globecast and shall be deemed incorporated in any contract between Globecast and the Customer for the provision of equipment and/or services to the exclusion of any other terms and conditions that may be or may have been proposed by the Customer.

3. SERVICES DESCRIPTION

3.1 Globecast shall from time to time provide Services and/or Equipment to the Customer in accordance with this Agreement and subject to availability of services or equipment upon which supply under this Agreement is dependent.

3.2 Globecast may at any time use subsidiaries or contractors to perform all or some of its obligations under this Agreement at any time. Globecast may also use the services or equipment of another telecommunications operator in order to provide the Equipment and/or Services to the Customer.

3.3 Globecast shall provide the Services at the Sites, subject to the provisions of clause 4.

3.4 Globecast reserves the right, at any time and in its sole discretion, to amend, replace or make additions to these Standard Terms and Conditions in which case Globecast will give the Customer one (1) month's written notice of any amendment or replacement. Amendments or replacements will not affect Orders accepted by Globecast on or before the end of that one (1) month period.

3.5 Where the Customer leases Equipment from Globecast under this Agreement, subject to clause 3.8, Globecast can either: (i) for an agreed fee, deliver the Equipment to the Sites (or to such other location as may be agreed upon by the Parties in writing) and shall use all reasonable endeavours to do so on the dates and at the times agreed with the Customer, subject always to clauses 3.1 and 14; or (ii) the Customer can arrange its own delivery and return at its own cost.

3.6 Globecast shall not be liable for any loss or damage suffered by the Customer arising indirectly or directly from any delay in delivery.

3.7 Risk of loss and damage to the Equipment will pass to the Customer on delivery to the Sites (or other such location as is referred to in clause 3.6).

3.8 The Customer shall procure and maintain at its own cost and expense insurance coverage on any Equipment which is in its custody or control from the time of delivery until the time the Equipment is returned to Globecast i.e. where the Equipment is to be delivered to the Customer or the Customer otherwise arranges for pick up and the Equipment is to be used, stored or operated by the Customer or its customers or agents. Such insurance to cover all risks.

3.9 In accordance with clause 3.8 above, the Customer shall upon request by Globecast furnish a copy of the insurance policy or cover note to Globecast.

3.10 If Customer fails to procure or maintain the policy of insurance required then Customer grants to Globecast the right to procure any insurance policies at Customer's sole cost and expense. It is agreed and understood between the Parties that the right granted to Globecast to procure said coverages on behalf of Customer or if Customer fails to comply with the procurement and/or maintenance of the policies of insurance required by this Agreement does not impose any obligation (legal, financial or otherwise) on Globecast to do so and the failure or refusal of Globecast to procure or maintain said policies on behalf of Customer does not waive, diminish or reduce the indemnification obligations of Customer to Globecast.

3.11 If Globecast does procure and effect (bind) coverage for Customer, the premium(s), taxes and fees will be deemed to be fully earned by the insurance company. In the event that Customer determines that it does have the required coverage and simply failed to give the proper notice to Globecast as per the above, then Customer will be obligated to exclude the provision of Services and Equipment

**EQUIPMENT AND SERVICES SUPPLY AGREEMENT
GLOBECAST'S STANDARD TERMS AND CONDITIONS**

from the Customer's policies, and the policies of insurance procured by Globecast will remain in full force and effect.

3.12 Further it is agreed and understood between Customer and Globecast that if Globecast binds any insurance policy required by this Agreement, Customer will pay to Globecast any and all fees and expenses invoiced to Globecast by Globecast's insurance broker or the insurance company underwriting the insurance policies for any fees and expenses invoiced by the insurance broker or insurance company related to the placement of Customer's insurance by Globecast's broker or the insurance company.

3.13 Customer specifically authorizes Globecast to set off and to deduct the amount of Globecast's claim against Customer for any and all insurance premiums, taxes, fees, and insurance brokerage charges that Globecast will pay pursuant to the provisions of this paragraph from monies owed to Customer by Globecast under this Agreement. Any offset of any monies owed to Customer by Globecast pursuant to the above will not prohibit Globecast from collecting by any means necessary any unpaid balance due to Globecast from Customer.

3.14 The Equipment need to be returned its original packaging and with no scratches on the Equipment. The Equipment should not have direct physical contact with other equipment on top or below the unit and be mounted on shelf.

3.15 A rental deposit as set out in the rental offer document/email is required prior to delivery of the Equipment. The rental deposit will be forfeited in the following cases:

- (i) with a delay in returning the Equipment extends beyond 30 days after the event and not later than 60 days;
- (ii) in the event of significant scratches on the Equipment, which requires re-painting or changing the Equipment enclosure; and
- (iii) If the delay in returning the Equipment extends beyond 60 days past the event, the unit will be considered as sold, with no return of the Customer rental deposit by Globecast.

4. GLOBECAST'S RIGHTS AND OBLIGATIONS

4.1 Globecast may conduct acceptance tests that it considers to be appropriate in relation to the Equipment.

4.2 The Customer will be required to notify Globecast of any faults in the Equipment within 7 days of delivery of the Equipment to the Customer.

4.3 If the Customer fails to notify Globecast of any faults within 7 days, the Customer will be deemed to have accepted the Equipment.

4.4 If the Customer notifies Globecast of faults within 7 days, Globecast will use reasonable endeavours to rectify the faults. On rectification Globecast may conduct such further acceptance tests as may be necessary.

4.5 If Globecast has to carry out maintenance, alteration to or other work on the Equipment, Globecast will endeavour to carry out these activities in such a way as to minimise any disruption of the Customer's activities.

4.6 Globecast may suspend or terminate this Agreement or the Services in order to comply with an order, instruction or request of government, any laws, the order, instruction or request of emergency service organisations or other competent administrative authority or in order to carry out emergency work. In these circumstances Globecast will provide the Customer with prior notice, where possible, and indicate the anticipated duration of a suspension of Services. Globecast will also use all reasonable endeavours to resume provision of the Services as soon as practicable.

4.7 Globecast will not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension referred to under clause 4.6 unless the circumstances set out in that clause arose solely as a result of Globecast's gross negligence.

5. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

5.1 The Customer shall at its cost obtain all necessary licences, permits, planning permission, landlord consents and other authorisations (together the "permits") in order to use the Services and the Equipment and to enable Globecast to access the Sites in order to

provide the Services and the Equipment (if applicable), and the Customer shall ensure that these permits remain in force throughout the Term. The Customer shall be liable for all costs and damage incurred by Globecast as a result of any failure or delay by the Customer in obtaining or maintaining those permits and shall furthermore be liable for Globecast's wasted costs in attending at any Site when access could not be obtained.

5.2 the Customer shall comply with :

5.2.1 all applicable laws relating to the use of the Equipment; and

5.2.2 the terms of any licence, permission or approval under which the Customer has or may have the right to establish or use the Equipment; and

5.2.3 this Agreement.

The Customer shall be fully responsible for its acts and omissions under this clause 5.2.

5.3 Throughout the Term the Customer will use the Services in accordance with the requirements of this Agreement and will co-operate fully with Globecast in connection with the provision of the Services and follow all instructions issued by Globecast in relation to the use of the Services.

5.4 The Customer undertakes not to move, modify, relocate, decompile or reverse engineer (except in so far as such activities may not lawfully be prohibited) or any way interfere with the Equipment or any software in the Equipment.

5.5 The Customer undertakes to use the Equipment only in accordance with Globecast's reasonable written instructions from time to time. The Customer will also allow Globecast to inspect and/or test the Equipment if necessary, at all reasonable times.

6. CHARGES

6.1 The Customer will pay Globecast the Charges set out in the Agreement.

6.2 All Charges are payable to the bank account which will be notified by Globecast to the Customer from time to time and in the currency stated in the Agreement. Payments shall be made within 30 days from date of an invoice from Globecast which may be despatched to the Customer by post, e-mail or electronic file, or as specified in the Order, which is earlier.

6.3 Charges are exclusive of any taxes (including, but not limited to, value added tax and any other sales tax and withholding tax) and costs of carriage for which the Customer shall be liable.

6.4 Late payments will be subject to interest at an annual rate of 3% above the base rate of National Westminster Bank plc from time to time in force on the unpaid amount from the due date until payment is made. If Globecast uses a collection agency to collect overdue payments from the Customer, the Customer shall reimburse Globecast for the fees paid to such agency.

6.5 Globecast shall have the right to suspend and/or terminate provision of the Services to the Customer if the Customer fails to pay any Charges which are due.

6.6 Globecast shall retain ownership of the Equipment at all times and the Customer shall not sell or offer the Equipment for sale and shall keep the Equipment free from any charge, lien or other burden.

7. WARRANTY AND INDEMNITY

7.1 Each Party warrants that it has full authority to enter into this Agreement.

7.2 In performing its obligations under this Agreement, Globecast undertakes to exercise the reasonable skill and care of a competent satellite telecommunications operator.

7.3 The Customer represents, warrants and undertakes to Globecast in relation to the Services and generally as follows:

7.3.1 The Customer will not and will not allow others to use or take delivery of the Services and/or Equipment in any way which may infringe any copyright or other intellectual property rights or similar rights belonging to Globecast or any other person;

7.3.2 The Customer will not and will not allow others to use the Service and/or Equipment in any way other than for the limited

**EQUIPMENT AND SERVICES SUPPLY AGREEMENT
GLOBECAST'S STANDARD TERMS AND CONDITIONS**

purpose specified by Globecast in the instructions given by Globecast to the Customer in relation to use of the Equipment, from time to time;

7.3.3 The Customer has supplied correct and complete information concerning itself to Globecast and will promptly notify Globecast of any change that information;

7.3.4 The Customer acknowledges that no software supplier has warranted to Globecast that the operation of their software or any other software included in the Equipment will be error free. The Customer shall not be entitled to any greater warranties, indemnities or rights in relation to the Equipment than those which Globecast obtains from the software supplier and the manufacturer of the Equipment in relation to the performance of the Equipment or the actual or alleged infringement of third party rights arising out of the use by the Customer of the Equipment. To the extent permitted by the software supplier or manufacturer of the Equipment, Globecast will pass to the Customer the benefit of any such supplier or manufacturer's guarantee, warranty or indemnity.

7.4 Software in third party products may be subject to separate terms and restrictions and if so these shall be notified to Customer or contained in any "box" or "on-screen" licence supplied by such third party products (copies available on request) and Customer shall be obliged to comply with the same.

7.5 The Customer shall indemnify Globecast on demand against any loss, cost, charge, liability or expense Globecast may sustain or incur as a direct or indirect consequence of any use by the Customer of the Services and/or the Equipment or any breach of any term or condition of this Agreement or any representation or warranty given by the Customer in this Agreement, or a representation or warranty made or given by the Customer not being true in a material respect or being misleading when made or repeated.

7.6 Except as expressly provided in these Standard Terms and Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the full extent permitted by law.

8. GLOBECAST'S LIABILITY

8.1 Globecast shall not be liable to the Customer for any consequential loss or damage (whether for loss of profit or otherwise and whether caused by Globecast's negligence or that of its employees, agents or other parties or otherwise).

8.2 Globecast's total liability for all claims, loss and damages arising in respect of any Order under or in connection with this Agreement shall not exceed the aggregate Charges for that Order paid by the Customer to Globecast at the date that the liability arises.

8.3 Globecast shall not be liable under any warranty or any other condition if the Charges due at the date of the Customer's claim have not been paid, and/or the Customer does not notify Globecast of any fault as required under clause 4.2.

8.4 Globecast shall not be liable for any delay in performing or failure to perform, if the delay or failure was caused by the failure of the Customer to comply with its obligations under clause 5.1.

8.5 Nothing in this Agreement shall affect any liability of Globecast for death or personal injury caused by its negligence or that of its employees.

9. TERMINATION

9.1 Except where expressly provided for in the Order and these Standard Terms and Conditions this Agreement shall continue for the Term.

9.2 If either Party commits a material breach of its obligations under this Agreement ("the Defaulting Party"), the other ("the Terminating Party") may immediately give a written notice to that Party specifying the breach and requiring the Defaulting Party to rectify the breach within 30 days. If the Defaulting Party fails to rectify the breach within the 30 day period, the Terminating Party may give notice of termination of the Agreement to the Defaulting Party.

9.3 Either Party shall be entitled to terminate this Agreement by written notice to the Customer if the other Party:

9.3.1 makes any voluntary arrangements with its creditors or becomes subject to an administration order becomes bankrupt, or (if a

company) goes into liquidation other than bona fide for the purposes of an amalgamation or re-construction; or

9.3.2 has a receiver appointed over any of its assets or property; or

9.3.3 ceases or threatens to cease to carry on business.

9.4 Upon the expiry or termination of this Agreement or the Order for any reason, Globecast will immediately cease to provide the Services to the Customer. All amounts due to Globecast by the Customer will become immediately due and payable without prejudice to any other rights available in law. Notwithstanding the expiry or termination of this Agreement or the Order for any reason, the provisions of clauses 5.4, 7, 8, 10, 12,13, 15 and 16 shall continue to apply.

10. CONFIDENTIALITY

10.1 Globecast and the Customer shall use Confidential Information only for the purpose of this Agreement and may disclose Confidential Information only to a third party with the prior written consent of each other. In such a case Globecast and the Customer shall ensure that the third party to whom Confidential Information is disclosed, concludes a confidentiality undertaking.

10.2 The provisions of this clause will not apply to any Confidential Information which is in or comes into the public domain other than by breach of this clause, or has been independently generated by the Party receiving the Confidential Information or is properly disclosed pursuant to any laws, the order of a court or other competent regulatory body.

11. ASSIGNMENT

Neither Party may assign this Agreement or any Order without the written consent of the other (which consent will not be unreasonably withheld or unduly delayed) except that Globecast may assign any and all of its rights and obligations under this Agreement to companies within the Orange S.A. Group or pursuant to any sale or transfer of all or substantially all of its assets or pursuant to any financing, merger or reorganisation of it.

12. INTELLECTUAL PROPERTY

12.1 Neither Party will without the other's written consent use the name, service marks or trade marks of the other or any of the other's affiliated companies and neither Globecast nor the Customer will take any action that will in any manner compromise the other's registered trade marks or service marks.

12.2 All intellectual property in or relating to the Equipment shall belong to Globecast or its suppliers or licensors and the Customer shall not acquire any rights in that intellectual property.

13. GENERAL

13.1 Any communication made by one Party to the other under this Agreement must be in writing and will be deemed to be received within 72 hours of posting if posted to the address of the recipient notified to the other from time to time or immediately if faxed to the number of the recipient as notified from time to time.

13.2 These Standard Terms and Conditions together with the Order contain the entire agreement between Globecast and the Customer with regard to its subject matter, and supersede all prior agreements, arrangements or understandings between Globecast and the Customer with respect to the subject matter.

13.3 No failure or delay in exercising any right, power or remedy under this Agreement shall operate as a waiver against Globecast. Moreover, no single or partial waiver of any right, power or remedy by Globecast will preclude Globecast from exercising that or any other right, power or remedy.

13.4 If any provision of this Agreement is held by any court or government agency or authority to be invalid, void or unenforceable then the remainder of this Agreement shall to the extent possible, remain legal, valid and enforceable.

13.5 This Agreement may only be varied or amended by the written agreement of both Parties.

13.6 A person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**EQUIPMENT AND SERVICES SUPPLY AGREEMENT
GLOBECAST'S STANDARD TERMS AND CONDITIONS**

13.7 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

13.8 Customer agrees to fully comply with all relevant export laws and regulations of the United States or any other relevant jurisdiction.

14. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any obligation under this Agreement to the extent that any delay or failure is attributable to a force majeure event provided that the affected Party will take all reasonable steps to limit the duration of a force majeure event and will notify the other Party immediately on the happening of a force majeure event. A force majeure event shall include any cause beyond Globecast's or the Customer's reasonable control that affects performance of Globecast's or the Customer's obligations and includes but is not limited to fire, flood, explosion, accident, war, strikes, embargo, government requirement, an Act of God, inability to secure materials as a result of, inter alia, labour disputes; and interference by or failure of another telecommunications operator's equipment, system or service.

15. COMPLIANCE

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

15.2 The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Globecast for the duration and purposes of this Agreement.

15.3 The Parties shall comply in all material respects with applicable laws, rules and regulations, now in effect or hereinafter enacted or adopted, in the jurisdiction in which the Services are provided (including, without limitation, applicable data protection laws). In accordance with the foregoing, each party shall comply with all applicable: (a) local licenses or permit requirements; and (b) customs and export, import and/or re-export control laws and regulations of the European Union and its member states, the United States, and/or others relevant countries, which may apply to certain equipment, software and technical data provided.

15.4 The Parties, this Agreement and the activities under this Agreement shall comply with the restrictions, bans, prohibitions, or license/authorization requirements on trade or finance under the laws and regulations of the United States, the European Union and its member states, and/or of the other relevant countries (collectively the "Trade Control Rules"). Customer represents and warrants that neither itself nor any of its Associated Person has been or is subject to any international trade or finance sanctions or embargoes, listed on any watch list, maintained for the purpose of enforcing international trade or finance sanctions or suspended, revoked, or denied its import and/or export capacities or privileges. Customer will notify Globecast immediately if it ceases to comply with the above representation and warranty at any time during the term of the Agreement. In such case, or if otherwise necessary in order to comply with any Trade Control Rules, Globecast will be entitled, without liability to Customer, to immediately suspend or terminate any of its obligations, the affected Services or the Agreement.

15.5 Corruption Prevention

Each Party will, and will take all appropriate measures to ensure that its Associated Persons and employees, engaged in the performance of the Agreement;

(a) comply with the Anti-Corruption Laws and implement and maintain necessary controls to ensure that its subcontractors and representatives comply with the Anti-Corruption Laws;

(b) maintain and comply with an anti-corruption policy and code of ethics that are substantially equivalent to Orange's Anti-Corruption Policy and Orange's Code of Ethics (which are located at the following

URL or such URL as may be identified by Customer, which may be amended from time to time: <http://www.orange-business.com/en/our-anti-corruption-commitment>);

(c) maintain accurate and complete accounting records; and

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

(e) obtain the prior approval of the usual primary contact person of the other Party before offering or providing any gift, meal, entertainment, travel or other advantage (whether financial or otherwise), or making any charitable donation or political contribution on behalf of the other Party (such approval will be made by e-mail).

15.6 Economic Sanctions Programs

15.6.1 The activities under this Agreement, including the provision of the Products and Services, are or may be subject to Economic Sanctions, and the Parties will comply with Economic Sanctions. Each Party warrants and covenants that neither (a) itself nor any of its Associated Persons or (b) in respect of Customer, Users, including their directors or members of their management, are subject to any sanctions issued by a national or international body administering Economic Sanctions in any country or included on a list maintained by such body for the purposes of enforcing Economic Sanctions.

15.6.2 If (and to the extent) necessary to comply with any Economic Sanctions, a Party will be entitled, without liability to the other Party, to immediately suspend or terminate any provision or receipt of the affected Services or Products, notwithstanding anything to the contrary otherwise contained in the Agreement.

15.7 Implementation

15.7.1 Each Party represents and warrants that it has implemented all necessary and appropriate measures in order to ensure compliance with its obligations under this Clause 15, and each Party will ensure that such measures are maintained and properly applied during the term of the Agreement. Each Party will immediately notify the other Party in writing if it has failed, or believes it will fail, to comply with its obligations under this Clause 15. Upon a Party's request, the other Party will inform the requesting Party of the measures and controls it has taken to ensure compliance with its obligations under this Clause 15.

15.7.2 Any breach of this Clause 15 will constitute a material breach of the Agreement.

16. DATA PROTECTION

16.1 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.

16.2 The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, the categories of Data Subjects are set out in the Annex 1 "Description of Processing of Personal Data by Globecast" attached in accordance with the Article 28 of the GDPR.

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

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

16.5 Globecast will comply with the reasonable written instructions of Customer in the Processing of the Personal Data provided that such instructions are lawful and are not contrary to other provisions of the Agreement and unless Globecast is required by the laws of any member of the European Union or by the laws of the



EQUIPMENT AND SERVICES SUPPLY AGREEMENT GLOBECAST'S STANDARD TERMS AND CONDITIONS

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.

16.6 Globecast will implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

16.7 Customer is responsible for the management of the requests of Data Subjects for the exercise of their rights under the Data Protection Legislation including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/ erasure requests, keeping Personal Data accurate and up to date and the obtaining of any necessary consents. Upon Customer's written request and insofar as this is possible, reasonable and proportionate, Globecast will assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Globecast' assistance is subject to Customer proving that Globecast processes the Personal Data of the relevant Data Subject on Customer's behalf.

16.8 Customer is informed that portions of the Agreement may be performed (which may include sub-processing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA).

16.9 Globecast is responsible for the sub-processing and performance of all of its Affiliates and subcontractors in accordance with the requirements of the applicable Data Protection Legislation and shall ensure that such sub-processing shall be on terms substantially equivalent to this Clause.

16.10 The list of Affiliates and the list of subcontractors will be defined to the Order Form concerned. Globecast shall inform the Customer of any changes concerning any additional or replacement Affiliates and/or subcontractors.

16.11 Globecast will ensure that its employees, Affiliates, subcontractors and each of their employees, workers and independent contractors providing Services under the Agreement will keep the Personal Data confidential.

16.12 Customer expressly agrees that Globecast may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.

16.13 Customer hereby provides its prior written consent for Globecast to transfer Personal Data outside the EEA provided that:

- (a) the Customer or Globecast has provided appropriate safeguards in relation to the transfer;
- (b) affected Data Subjects have enforceable rights and effective legal remedies;
- (c) Globecast complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) Globecast complies with reasonable instructions notified to it in writing in advance by the Customer with respect to the processing of the Personal Data.

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

16.14 During the Term of this Agreement, Globecast will maintain records and information to demonstrate its compliance with this clause 16 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.

16.15 Globecast will notify the Customer without undue delay on becoming aware of a Personal Data breach.

16.16 At Customer's choice which shall be stated in the notice of termination letter, Globecast will delete or return to the Customer all the documents and files containing Personal Data after the end of the provision of Services relating to Processing, and shall not retain any copy of the Personal Data, unless required to do so by applicable law.

17. GOVERNING LAW

This Agreement is governed by the laws of England. The Parties submit to the exclusive jurisdiction of the courts of England for the resolution of any disputes arising from or in connection with this Agreement.



**EQUIPMENT AND SERVICES SUPPLY AGREEMENT
GLOBECAST'S STANDARD TERMS AND CONDITIONS**

**ANNEX 1
DESCRIPTION OF PROCESSING OF PERSONAL DATA BY GLOBECAST**

Name of the Service: Occasional Service

1. Processing Activities

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

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

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

3. Subject-matter and duration of the processing:

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

4. Purposes of processing

Provision of the Service to Customer

5. Categories of Data Subject

Customer's employees / self-employed contractors using the service who are natural persons	Yes
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**EQUIPMENT AND SERVICES SUPPLY AGREEMENT
GLOBECAST'S STANDARD TERMS AND CONDITIONS**

Customer's other end-users of the service who are natural persons (client of the Customer ...)	Yes
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6. Sub-processors

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