

## TERMS & CONDITIONS FOR THE SUPPLY OF OCCASIONAL USE SATELLITE AND RELATED SERVICES

### 1. INTRODUCTION

These are the terms and conditions (the "**Conditions**") under which the Company is willing to supply Services to the Customer. All Contracts are entered into on the basis of these Conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by the Customer in concluding a Contract. The Contract between the Company and the Customer comprises the Order, these Conditions and any documents expressly referred to in the Order.

### 2. INTERPRETATION

In these Conditions, unless the Company otherwise requires, the following words shall have the following meanings:

<b>"Booking Form"</b>	means the Company document or such other written communication by email as is accepted by the Company by the sending of a confirmation of Customer's order, which after having been duly completed by the Customer and returned to the Company forms the Customer's order for Services.
<b>"Company Premises"</b>	means any premises which the Company owns or has a right to occupy.
<b>"Company"</b>	means Arqiva Limited registered number 02487597 whose registered office is at Crawley Court, Winchester, Hampshire SO21 2QA.
<b>"Content"</b>	means the signal content or material consisting of vision, sound or data provided by the Customer to be carried by the Company between the Interface Points.
<b>"Contract"</b>	means the contract for the supply of Services between the Company and the Customer and comprise these terms and conditions, the Order and the Company's written confirmation, which can be by email of the Customer's order for Services.
<b>"Customer"</b>	means a person, firm or company whose order for Services is accepted or who places an order for services.
<b>"Customer Media"</b>	means the video cassette tapes, hard disk drives or digital files supplied by the Customer to the Company containing the Content for the provision of File Delivery Services.
<b>"Day"</b>	means a continuous period of twenty four (24) hours or part thereof.

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<b>“Engineer”</b>	means any engineer provided by the Company to provide all or any part of the Services.
<b>“Equipment”</b>	means any equipment (regardless of ownership) used or to be used to provide all or any part of the Services.
<b>“File Delivery Services”</b>	means the file delivery services provided by the Company whereby the Customer Media is converted into an agreed format(s) as specified in the applicable Booking Form.
<b>“Goodnight Procedure”</b>	means the procedure set out in Clause 18.4.
<b>“High Risk Area”</b>	means any geographical area where a state of affairs is deemed by the Company’s insurers to exist such that the Company’s insurers are not willing to provide “all risks” insurance cover for the purpose of the Contract or will only do so in consideration of an additional premium over and above the Company’s standard premium.
<b>“Interface Point”</b>	means the interface point referred to in the Booking Form where responsibility for the Transmission is accepted by the Company or where the responsibility for the Transmission passes from the Company to the Customer or such other person as the Customer nominates in the Booking Form.
<b>“Order”</b>	means the order for Services placed by the Customer on the Booking Form which when accepted by the Company forms a contract for services.
<b>“Regular Recurring Transmissions”</b>	means a booking for a series of Transmissions occurring at the same or similar times and days over a specified period.
<b>“Satellite Services”</b>	means the occasional telecommunications services for the relay via satellite and/or terrestrial circuits between the applicable Interface Points of the Content ordered by the Customer under Clause 4.
<b>“Services”</b>	means the occasional use services and facilities made available to the Customer and which are identified in the Booking Form, as may be amended by agreement of the parties.
<b>“SNG Facilities”</b>	means the satellite news gathering equipment and/or facilities (including the SNG Truck), if any, to be provided by the Company as detailed in the Booking Form.
<b>“SNG Services”</b>	means the provision of the SNG Facilities, Engineers and related services ordered by the Customer under Clause 4.
<b>“SNG Truck”</b>	means any satellite news gathering transmission vehicle used for the transmission of digital signals from remote



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points of origin.

**“Third Party Provider”** means a person, corporation, partnership, firm, agency or other entity (other than the Company) in control of any satellite, satellite transponder, microwave link, Earth Station, SNG Facilities, analogue copper and/or fibre optic facilities or other Equipment, used to provide the Services.

**“Transmission”** means the transmission of the Content provided by the Customer to be carried by the Company between the Interface Points.

**“Year”** means a complete period of twelve calendar months commencing with the Service Commencement Date.

In these Conditions, Clause headings are for ease of reference only and shall not affect the interpretation of these Conditions or any Contract which incorporates them; the singular includes the plural and vice versa and words denoting any gender include all genders.

### 3. SERVICES

- 3.1 The Company shall use reasonable endeavours to perform the Services in accordance with these Conditions. In respect of Satellite Services, Clause 18 shall apply and in respect of SNG Services, Clause 19 shall apply.
- 3.2 The Company may use third parties to perform all or any of the Services.
- 3.3 In the event that there is a service affecting defect or failure in respect of any piece of Equipment the Company shall use reasonable endeavours to supply the Services using alternative Equipment. Where such defect or failure is due to an act or omission of the Company and provided it is not attributable to an event of Force Majeure, such endeavours shall be at the Company's cost but in all other events shall be at the Customer's cost. The Company shall not be liable to the Customer for any such defect or failure.

### 4. ORDERING

- 4.1 The Customer shall place an order for Services by returning the Booking Form to the Company by email transmission and return of a Booking Form shall constitute the Customer's irrevocable offer for the Services stated in the Booking Form which shall be capable of acceptance by the Company for a period of twenty four (24) hours from receipt of the Booking Form. Orders may also be placed by telephone provided they are followed up by return of a Booking Form within two (2) hours of the telephone call.
- 4.2 If the Company wishes to accept any Order by the Customer (whether or not in accordance with Clause 4.1) it shall send a written confirmation of such acceptance by email transmission and such acceptance will form a Contract. No contract shall be created without such acceptance save that where an order is placed the performance of the services shall form a contract. An email transmission from the Company shall constitute proof of the Company's acceptance of the order.
- 4.3 The Company may require the pre-payment of the Contract price by electronic transfer or by credit card.



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4.4 The Company reserves the right to refuse any Order for Services for any reason whatsoever and in any event all such Orders are subject to acceptance on a first come first served basis depending on resources and facilities available. Acceptance of any Order which does not specify the specific dates and times for the provision of the Services shall be subject to availability of resources and facilities on the dates subsequently requested by the Customer.

4.5 Acceptance by the Company of an Order for Regular Recurring Transmissions shall constitute the creation of a separate Contract for each such transmission. Acceptance by the Company of an Order for Services for a series of separate periods shall constitute the creation of a separate Contract for each such period.

### 5. PRICE AND PAYMENTS

5.1 The Contract price for the Services shall be as set out in the Booking Form. If no price is set out in the Booking Form the price shall be the Company's quoted or rate card price unless otherwise agreed in writing and, save as provided differently in these Conditions or agreed by the parties in writing, shall include the price charged (together with any mark-up to be applied thereon by the Company) by any third party which is providing any part of the Services.

5.2 All switching costs or charges incurred in the provision of the Services shall be payable by the Customer in accordance with the rate card or at prices advised to the Customer by the Company (which shall be inclusive of a mark-up of such cost or charges).

5.3 The Contract price for SNG Services is exclusive of any costs and expenses incurred by the Company such costs to include, but not be limited to, fuel, ferry bridge and road tolls, licence approval and consent fees, visas, hotels, flights, GSM call charges, site surveys, carriage and freight, which shall, in the absence of written agreement by the Company to the contrary, be charged to the Customer at cost plus a mark-up of such charges.

5.4 The Contract price for the Services supplied and any other charges shall, subject to Clauses 4.3 and 5.7, be paid in full by the Customer within thirty (30) days of the invoice date, without any deduction or set-off. Subject to any agreement in writing between the parties with regard to invoicing, the Company may invoice the Customer in whole or in part for the Services at any time after the acceptance of the Booking Form.

5.5 All the Company's charges and expenses are exclusive of Value Added Tax and any other applicable duties, taxes, imposts (including but not limited to any export or import duties) in any relevant jurisdiction all of which shall be for the Customer's account and shall, where paid or payable by the Company, be paid to the Company by the Customer on demand.

5.6 If the Customer is overdue with any payment due pursuant to the Contract then, without prejudice to any other right or remedy available to the Company:-

5.6.1 the Customer shall be liable to pay interest on the overdue amount whether before or after judgement at the annual rate of four (4) per cent above the prevailing base rate of HSBC Bank Plc, which interest shall accrue on a daily basis from the due date of the relevant invoice until the actual date the Company has received payment of the overdue amount (including any interest that has accrued due under this sub-clause); and



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- 5.6.2 The Company reserves the right to suspend performance until the Customer has rectified matters, or to terminate the Contract.
- 5.7 All quotations remain valid for thirty (30) days after issue unless specified otherwise by the Company in such quotation but may be withdrawn at any time before acceptance by the Customer.
- 5.8 The Company reserves the right to withhold or refuse performance until the Customer has either paid for the Services in advance or has supplied a satisfactory credit reference or bank guarantee or has agreed payment in the form of an irrevocable letter of credit drawn on a United Kingdom clearing bank.
- 5.9 All payments shall be made by the Customer in the United Kingdom pounds Sterling currency unless agreed otherwise in writing by the Company.
- 5.10 Where an Order is made which contains a minimum order requirement and/or minimum value commitment, the price for any Services required to be ordered but not ordered during the relevant period of the Contract may be invoiced by the Company at any time after the end of the period specified in the Contract.
- 5.11 Where an overseas or foreign Third Party Provider is used to provide Services the costs of such provision will be charged in the currency in which they are provided or at the Company's option will be calculated based on the United Kingdom pounds (£) Sterling to the USA (\$) dollar exchange rate or the United Kingdom pounds (£) Sterling to the € (Euro) exchange rate as appropriate in place on the 1st Monday in the calendar month in which Service is provided as specified in the London Financial Times newspaper. In the event that the exchange rate fluctuates by 5% or more from the date on which the applicable Contract is made, the Company reserves the right to increase the charges by giving notice in writing to the Customer.
- 5.12 In the event that there is any (i) loss of vision signals, (ii) loss of audio signal and/or (iii) degradation in quality of either of the above such that in the reasonable opinion of both Parties the quality no longer meets the standards normally expected for a service of this type (each a "Service Interruption"), and such Service Interruption (iv) exists for at least one (1) minute and (v) is caused solely and directly by an act or omission of the Company (excluding any planned maintenance), the Customer shall be entitled to claim a service credit from the Company calculated as a pro rata refund of charges paid for the duration of the Service Interruption.
- 5.13 For the purposes of clause 5.11, the Service Interruption shall begin from the time at which according to the Company operational log such interruption commenced and the Customer ceased using the Service and the Service Interruption shall end when the Service has been restored and the Company so notifies the Customer or, if earlier, when the Customer resumes the use of the Service contrary to the Company's advice. The Customer's sole and exclusive remedy for Service Interruptions, and the Company's sole and exclusive liability for the same, shall be the application of service credits as provided in this Clause 5.

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### 6. VARIATIONS

- 6.1 No variation to this Contract shall take effect unless agreed in writing.
- 6.2 If the cost to the Company of performing the Contract increases as a result of any change to the law or any reason beyond the Company's reasonable control, such increase shall be added to the account payable by the Customer under the Contract. The Company shall notify the Customer of its reasonable estimate of such increase which the Customer shall be deemed to have accepted unless it notifies the Company to the contrary within fourteen (14) days or at least twenty four (24) hours before the provision of the Services whichever is the earlier.
- 6.3 If, as a consequence of any breach of these Conditions by the Customer or the supply of incorrect or inadequate information from the Customer, the cost to the Company in performing the Contract is increased, the Company may charge extra to cover such additional costs and expenses.
- 6.4 Any extra work performed by the Company shall be charged at the Company's prevailing commercial rates.

### 7. CUSTOMER'S RESPONSIBILITIES AND INDEMNITIES

- 7.1 The Customer shall promptly provide the Company with all information and assistance the Company requests from time to time to facilitate the proper and timely performance of the Services.
- 7.2 The Customer warrants that all information provided by it to the Company will be complete, up to date and accurate in all material respects and that the Customer is entitled to provide the information to the Company for its use without recourse to any third party.
- 7.3 The Company's obligations to provide the Services are conditional upon the Customer delivering the Content to the applicable Interface Point in a form suitable for transmission.
- 7.4 The Customer warrants, and undertakes to the Company that for the duration of the Service Period:
- (i) it has the right to transmit the Service and the Content; and
  - (ii) it shall ensure that the Content does not contain any material which is obscene, offensive, defamatory, seditious, blasphemous, indecent or which constitutes an injurious falsehood or slander of title or any tort or contempt of court or breach of parliamentary privilege and will not invade the privacy of any person; and
  - (iii) the transmission of the Content will not infringe the intellectual property rights or any other proprietary rights of any third party; and
  - (iv) it shall not include in the Content any material which causes a breach of the rules of OFCOM and or any other regulatory body in any applicable jurisdiction; and
  - (v) it has obtained and shall maintain any necessary licences that may be required and comply with all applicable laws and regulations in respect of the transmission or carriage of the Content using the Service, including any licence required to be issued by the Regulator or any successor body in the United Kingdom or required under the Broadcasting Acts 1990; and
  - (vi) it shall hold and maintain the appropriate license pursuant to clause 7.4(v); and



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- (vii) it shall make the Company aware of any notices it receives from any other party including but not limited to OFCOM or any other regulatory body in any applicable jurisdiction in respect of a revocation or significant change to any and all licences held by the Customer as soon as reasonably practicable following its receipt of such notice.
- 7.5 The Customer shall indemnify from and hold the Company harmless against any loss, damage, liability or expense arising from any allegation or claim of libel, slander, obscenity, invasion of privacy, infringement of copyright or infringement of moral rights, or any other allegation or claim arising from the transmission of the Content by the Company in accordance with the Services.
- 7.6 All transmissions to and from any Equipment or other actions taken by the Customer in relation to the Contract shall comply with the rules, regulations, terms and conditions of all governmental agencies, authorities, the Company and Third Party Providers applicable to such Equipment. The Customer shall follow the established practices and procedures of the Company or the Third Party Provider for frequency co-ordination and shall not do or omit to do anything which, under standard engineering practice, would or might interfere with the use of or cause physical harm to any such Equipment. If in the opinion of the Company or any Third Party Provider, any actions or transmissions of the Customer in respect of such Equipment interferes with or causes physical harm to the Equipment, the Customer agrees to cease or cause to be ceased immediately such actions or transmissions. In such event, without prejudice to any other rights or remedies available to it, the Company may terminate the Contract and take such action as may be necessary, appropriate or desirable to terminate or prevent such interference or physical harm by the Customer. The Customer shall indemnify from and hold the Company harmless against any loss, damage, liability or expense arising from any allegation or claim of such interference or physical harm, or any allegation or claim of a breach by the Customer of any applicable rules, regulations, terms or conditions.
- 7.7 The Customer shall inform the Company in advance of any restrictions on or encryption of the Content, which are in place at the applicable Interface Point or which the Customer requires in respect of the Content during the provision of the Services. Unless specified otherwise the Company will deliver the Content to the applicable Interface Point in the form and using the methods which the Company, in its complete discretion, considers most effective or appropriate.
- 7.8 The Customer shall inform the Company in advance of any restrictions on or encryption required in respect of the transmission by any third party and shall indemnify from and hold the Company harmless against any loss, damage, liability or expense arising from the performance of the Services by the Company in breach of such restrictions or without such encryption where such advance notification was not given by the Customer.

### **8. LICENCE AND CONSENTS**

- 8.1 The Customer grants the Company a licence to carry the Content from the applicable entry Interface Point to the applicable exit Interface Point in accordance with any instructions contained in the Booking Form or to the extent that such instructions are not provided and/or are impractical, by whatever means the Company considers fit in the provision of the Services, and the Customer warrants that it has all requisite authority to grant such a licence.



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- 8.2 The Customer accepts that the Company's performance under the Contract is conditional upon all necessary licences, authorisations, permits and other consents necessary under the laws of England or any other jurisdiction applicable to the provision of all or any part of the Services being obtained. The Customer agrees to reimburse the Company for all reasonable costs and expenses incurred by the Company in obtaining such consents.
- 8.3 Where the Company is requested, required or ordered to cease the transmission of the Service by any regulator, court, government or other competent authority the Company shall be entitled to suspend the Service forthwith without any liability to the Customer, regardless of the validity of such request, requirement or order.

### 9. FORCE MAJEURE

Neither party shall be liable for any loss or damage suffered or incurred by the other arising from the other party's delay or failure to fulfil or otherwise discharge any of its obligations under this Agreement to the extent that such delay or failure is caused by any cause or circumstance beyond its reasonable control including, but not limited to acts of God, inclement weather, fire, flood, drought, lightning, acts of the party's contractors or suppliers including any unforeseen delays to or failures of any relevant transport system; acts of third parties; natural catastrophe; acts of central or local Government or international or national regulatory authority; national emergencies; riots; war; solar disturbances; sun outages; externally caused interference including rain fade; satellite component failure including failure or interruption of Satellite propulsion, electrical or other common systems; degradation of the Satellite not within the reasonable control of either of the parties and the withdrawal by the satellite provider of access to the satellite capacity on the applicable satellite ("the Force Majeure Event"). A Force Majeure Event shall not affect the Customer's obligation to pay the Service charges.

### 10. LIABILITY

- 10.1 Without prejudice to paragraphs 10.2 and 10.3 below, the Company's maximum aggregate liability for breach of contract shall in no circumstances exceed the total value of the services provided or to be provided pursuant to the relevant Contract.
- 10.2 The Company shall be liable for physical damage to the Customer's property resulting from its negligence up to a maximum of £1,000,000 in aggregate howsoever arising. Neither corruption of magnetic media nor loss of data shall constitute physical damage for the purposes of this Clause 10.2.
- 10.3 Nothing in these Conditions shall exclude or in any way limit either party's liability for death or personal injury caused by its negligence or for fraud or other criminal act.
- 10.4 The Company does not accept, and hereby excludes, any liability for negligence save as provided in paragraphs 10.2 and 10.3 above.
- 10.5 These Conditions state the full extent of the Company's obligations and liabilities in respect of the supply of goods and services under this Contract. Any condition, warranty or other term concerning the supply of goods or services which might otherwise be implied whether by statute, common law or otherwise, is hereby excluded.



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10.6 Without prejudice to paragraph 10.3 above the Company shall not be liable under or in connection with the Contract for any loss of income, loss of contracts, loss of business, loss of customers, loss of sales, loss of use of any data, loss of revenue including advertising and/or sponsorship, loss of goodwill, loss of anticipated savings and interest, increased operation costs, increased maintenance costs or loss of profits or for any indirect or consequential loss or damage to reputation or damage of any kind howsoever arising and whether caused by tort (including negligence) breach of contract or otherwise.

**11. CANCELLATION, TERMINATION**

11.1 Subject to the remainder of this Clause 11, the Customer may cancel the Contract by notifying the Company in writing at any time prior to the commencement of the provision of the Services.

11.2 In the event that the Customer does cancel the Contract then the Customer shall pay all charges and/or damages incurred by the Company as a result of cancelling that part of the Services (if any) which would have been provided by a third party.

11.3 Where the Contract is for Satellite Services, teleport services, fibre services and/or IP services, in whole or in part, in addition to any amounts due in accordance with Clause 11.2, the Customer shall be liable to pay cancellation charges in accordance with the following table, where the first column shows the number of days between cancellation and the scheduled commencement of the Services and the second column shows the percentage of the Contract price attributable to services to have been provided by the Company which is to be paid by the Customer by way of cancellation charges:-

Period of Notice	Cancellation Charge
Over 30 days	No charge;
10 to 30 days	25% of the Contract price
5 to 10 days	50% of the Contract price
24 hours to 5 days	75% of the Contract price
less than 24 hours	100% of the Contract price

11.4 Where the Contract relates to SNG Services, in whole or in part, in addition to any amounts due in accordance with Clause 11.2, the Customer shall be liable to pay cancellation charges in accordance with the table set out in Clause 11.3 save that the first column shall represent the number of days between cancellation and the date on which the SNG Facilities were scheduled to be deployed in accordance with Clause 19.1.

11.5 Requests for variation of the Contract shall be deemed to constitute a cancellation except where the variation is for a period:-

- (i) which is longer than the original period and includes the original commencement and finishing times; or
- (ii) which is the same length as the original period and the varied commencement time is within 10 minutes of the original commencement time,

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provided always that any acceptance by the Company of a request to vary the Contract shall be subject to the provisions of Clause 4 and in the event that the Company does not accept the variation then the Customer shall be liable to pay cancellation charges in relation to the original Order pursuant to this Clause 11.

- 11.6 The Company or the Customer may terminate the Contract at any time by written notice to the other if:
- (i) the other commits a material breach of contract which it fails to remedy within thirty (30) days of receiving written notice to do so; or
  - (ii) the other (a) being a company, has a petition presented for its winding up (which is not dismissed within fourteen (14) days of its service) or has a meeting convened to consider a resolution that it be wound up or such a resolution is passed (other than solely for solvent amalgamation or reconstruction) or an application is made to court, or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given in respect of that party or a receiver (including a fixed charge, Law of Property Act or administrative receiver) is appointed over any of its assets or that party makes any proposal for a voluntary arrangement or any other composition scheme or arrangement with, or assignment for the benefit of, its creditors or is or becomes insolvent within the meaning of s123 Insolvency Act 1986 or (b) being an individual (or if a firm or partnership, any of its partners or members), has a petition presented for his bankruptcy, or has a receiver appointed over his affairs, or makes any voluntary arrangement with his creditors or (in the case of a firm or partnership) proposes or has presented against it a petition for its dissolution or (c) in either case, undergoes any event analogous to those in paragraphs (a) or (b) in any jurisdiction to which it is subject.

### 12. CONFIDENTIAL INFORMATION

- 12.1 Each party shall preserve the secrecy of all confidential information of the other which it receives, keep such information secure and protected against theft, damage, loss or unauthorised access, and not use such information for any purpose except as contemplated by the Contract. Each party shall ensure that obligations imposed by this Clause 12.1 are observed by its employees, officers, agents and contractors.
- 12.2 The obligations imposed by Clause 12.1 shall not apply to the extent that information comes into the public domain (other than by a breach of this Clause by the disclosing party), to the extent that such information is known to the party prior to entry into negotiations for the Contract or to the extent that disclosure is required by law, any competent court or by any governmental authority.
- 12.3 The obligations imposed by this Clause 12 shall survive the termination of the Contract however arising.
- 12.4 The Customer hereby agrees that the Company may refer to the Customer's name or the event for which the Services were provided to new or existing customers and/or new or existing suppliers in order to promote its capabilities and experience for such time unless and until the Customer notifies the Company in writing that such agreement is withdrawn.



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### 13. ASSIGNMENT, SUBCONTRACTING

- 13.1 Except as may be expressly provided elsewhere in these Conditions, neither party may assign the Contract or their respective rights under it without the prior written consent of the other. Notwithstanding the foregoing, the Company may assign its interest, rights and obligations in and under the Contract, in whole or in part, to any group company, including its parent, subsidiaries, or the subsidiaries of either of the foregoing, and to any entity which acquires all or substantially all of the Company's, or any group company's, satellite related assets.
- 13.2 The Company shall be entitled to assign by way of security or otherwise encumber as part of a security package any and all rights granted to the Company hereunder to any financial institution (a "Relevant Financier") providing finance to the Company or any member of the Company's group of companies.
- 13.3 The Company may subcontract or delegate the provision of the Service in whole or in part in which case the Company shall remain primarily liable to fulfil the obligations which it has accepted pursuant to this Contract.
- 13.4 The Contract shall be binding on and inure to the benefit of the respective successors and assigns of the parties.

### 14. NOTICES

All notices and other communications required or permitted to be served or given shall be in writing and delivered by hand or sent by first class post or courier to the intended recipient's address as specified on the Booking Form or such other address as either party may notify to the other for this purpose from time to time. In addition, all notices submitted by the Customer must be copied by e-mail to the applicable account manager at the Company.

### 15. LAW AND JURISDICTION

The construction, validity and performance of the Contract shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts to resolve any disputes between them.

### 16. LEGAL COMPLIANCE

To the extent that the Contract is to be performed outside the UK, the Customer shall supply the Company with such information as the Company may reasonably require as regards the potential impact of the relevant national laws on the provision of the Services or on the enforceability of these Conditions.

### 17. GENERAL

- 17.1 The relationship of the parties is that of independent contractors. Nothing shall constitute the parties as partners, joint ventures or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other.
- 17.2 The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and transactions contemplated by these Conditions.



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- 17.3 The failure of either party to enforce any term of these Conditions does not constitute a waiver of it and shall in no way affect the right later to enforce the term.
- 17.4 The invalidity or unenforceability of any provision of these Conditions shall not adversely affect the validity or enforceability of the remaining provisions.
- 17.5 The Terms and Conditions herein stated are valid at the time of publishing. The Company reserves the right to change such terms and conditions without prior notice.
- 17.6 A person who is not a party to Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of Contract but this shall not rely upon or affect any right or remedy of a third party which exists or is available apart from that Act.

### **18. CONDITIONS FOR SATELLITE SERVICES**

- 18.1 The minimum period for placing an order for Satellite Services under Clause 4 is thirty (30) minutes before the Services are required to commence unless the Company notifies the Customer that the line-up time referred to in Clause 18.2 can be dispensed with in which event such period shall be reduced to not less than twenty (20) minutes. If an order is accepted by the Company within a period shorter than thirty (30) minutes the Company shall use reasonable endeavours to perform the Satellite Services, but the Customer acknowledges that due to the time restrictions the Company has no liability to it for failing to perform the Services in accordance with the terms of this Agreement.
- 18.2 A ten (10) minute grace period may be required before the commencement of the Satellite Services in order for the Company to perform line-up tests. This shall be at the complete discretion of the Company and Services shall not be provided to the Customer during such periods.
- 18.3 In the event that the length of time of any transmission exceeds the time requested by the Customer in the Booking Form then such excess period of time shall constitute an overrun and the Company will only continue to provide the Services to accommodate such overrun if it has sufficient resources to do so (including resources available from third parties) and by doing so it does not impede the Company's ability to provide services using the Equipment to other Customers and/or perform line up tests for any such services. Any overrun accommodated by the Company shall constitute a variation to the Contract and the provisions of Clause 6 shall apply.
- 18.4 Under the Goodnight Procedure, the Customer shall be required to contact the Company and exchange operator initials together with the date and time that the transmission has ended. If the Customer fails to initiate the Goodnight Procedure within five minutes of the end of the transmission then the Company shall be entitled to charge the Customer pursuant to Clause 6.4 as if the Services were continuing from the time that the transmission ended until the Goodnight Procedure is initiated by the Customer, but in the event that the Customer fails to do so then the maximum amount the Company shall be entitled to charge pursuant to this Clause shall be 100% of the Charges payable under the Contract
- 18.5 The Customer acknowledges that use of the Equipment provided under the Contract may on occasion be pre-empted or interrupted by Third Party Providers in order to protect the overall performance of such Equipment, to comply with the Third Party Provider's obligations to third parties or for other business or technical reasons. Where such decisions are made by Third Party Providers, the Company shall have no liability to the Customer as a result of any such decision.



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18.6 The Customer shall comply with the Company's booking policy as the same may be updated from time to time.

### **19. CONDITIONS FOR SNG SERVICES**

19.1 The SNG Facilities shall be deployed from the Company Premises or such other location as shall be specified by the Company, and all travelling expenses (both to and from the location where the SNG Services are to be performed) shall be charged to the Customer pursuant to Clause 5.

19.2 Unless agreed otherwise in writing, daily charging rates specified in the Contract for the SNG Facilities shall apply to each Day from deployment of the SNG Facilities pursuant to Clause 19.1 to the return of the SNG Facilities to the Company Premises specified by the Company.

19.3 The Company shall obtain and maintain, or shall procure that any applicable Third Party Provider obtains and maintains, all statutory or other licences required to operate the SNG Facilities in relation to the Service where the SNG facilities are located in, and the transmission is from, the United Kingdom or France. The Customer shall be responsible for obtaining and warrants to the Company that it has obtained and maintains any licences required to carry out any broadcasting activities (including, without limitation, licences under the Broadcasting Acts 1990 to 1996).

19.4 Where requested by the Customer, the Company shall (at the expense of the Customer) use reasonable endeavours to obtain any statutory or other licences, consents or approvals required to operate the SNG Facilities or to send a transmission from the SNG Facilities where the SNG Facilities are located and being used outside the United Kingdom or France. Where no such request is made the obligation to obtain all such licences, consents and approval shall rest with the Customer. The Customer shall indemnify the Company in respect of all loss damage liability and expense incurred in the use of the SNG Facilities outside the United Kingdom or France without any necessary licence, consent or approval. Engineers may refuse to provide the SNG Services if not satisfied that all such licences consents and approvals are in place and such refusal shall not constitute a breach of this Contract by the Company and the price for the SNG Services shall remain payable notwithstanding such refusal.

19.5 Unless otherwise provided in the Booking Form the applicable entry Interface Point for SNG Facilities shall be the input to video/audio cable or tape play-out machine located on the SNG Facilities.

19.6 The SNG Facilities and all Engineers shall be insured by the Company under an "all risks" insurance policy for the purposes of the Contract but, for the avoidance of doubt, such insurance cover excludes cover of risk in a High Risk Area.

19.7 In the event that the SNG Facilities and any Engineers are required to perform the SNG Services in a High Risk Area and the Company consents to the same, any additional insurance premium shall be paid by the Customer, or the Customer may (subject to the Company's prior written approval) arrange at its own expense appropriate alternative insurance cover.

19.8 The Customer shall indemnify from and hold the Company harmless against any loss, damage, liability or expense arising from the deployment use and/or transportation of the SNG Facilities and any Engineer, save to the extent that these are covered by the Company insurance policies referred to in Clauses 19.6 and 19.7.



## TERMS & CONDITIONS FOR THE SUPPLY OF OCCASIONAL USE SATELLITE AND RELATED SERVICES

- 19.9 The Company shall, in its complete discretion, decide in respect of any deployment of the SNG Facilities (whether before or during such deployment) the number of Engineers required to support that deployment and the Customer shall pay for such Engineers accordingly. No Engineer shall be required to work for continuous periods of more than ten (10) hours (or such lesser period as is required by applicable law) and each Engineer shall be entitled to a break for a continuous period of eight (8) hours in between such working periods (or such greater period as is required by applicable law).
- 19.10 Subject to compliance with applicable law, the Customer may use an Engineer for periods in excess of those stated in Clause 19.9 if the Engineer agrees to the same provided always that overtime shall be payable in respect of such excess period or periods to be calculated in accordance with the rates agreed by the parties or in the absence of agreement the current Company rate for overtime pay for SNG Engineers.
- 19.11 The Company reserves the right to refuse to supply or withdraw the supply of an Engineer and/or the Services in any circumstances where it has reasonable cause to believe that the safety and/or health of the Engineer could be, is or has been placed at risk by the actions of the Customer or in any location where the Customer requires the Services to be provided, or the continued provision of such Services could constitute a breach of applicable law.
- 19.12 The Company reserves the right to substitute an Engineer with another Engineer at any time during the Term.

### **20. CONDITIONS FOR FILE DELIVERY SERVICES**

- 20.1 The Customer shall provide the Customer Media in the format, timeframe and specification required by the Company from time to time.
- 20.2 The Customer shall be at all times responsible for the timely provision of the Content, Content ingest/onboarding schedules and any data necessary for the provision of File Delivery Services (including without limitation where such is being delivered directly by a third party supplier). In the event that any Customer Media is delivered late, the Company shall not be responsible for any failure to meet any applicable delivery times. In such circumstances, the Company shall use its reasonable endeavours to process the Content, subject to availability and resources, and reserves the right to charge an additional fee to the Customer.
- 20.3 The Customer shall comply with any naming conventions specified and/or required by the Company from time to time.
- 20.4 The Company will record, transcode and deliver the Content in accordance with the Booking Order or as specified in the Special Conditions.
- 20.5 The Company shall provide the File Delivery Services on an automated and scheduled basis from the Company Premises. Any change to the format(s), features, options or specifications specified in the booking form and/or the special conditions shall be subject to prior written agreement between the parties.

## TERMS & CONDITIONS FOR THE SUPPLY OF OCCASIONAL USE SATELLITE AND RELATED SERVICES

- 20.6 The Company shall provide server storage for up to one week (or such other time period as is agreed in writing between the parties from time to time) for transient storage of ingested Customer Media. The Company's total liability in respect of any loss or damage caused to the Customer Media shall be limited to the direct cost of replacing the physical media and the cost of re-dubbing the Customer Media with Content provided on any master copy.
- 20.7 The Company shall not be responsible for the technical content of the Customer Media. In the event that the Content is, in the Company's sole discretion, unfit for recording, transcoding or delivery, the Company shall cease to provide the File Delivery Services and notify the Customer accordingly.
- 20.8 The Company shall not be obliged to monitor, control or reject Customer Media for technical quality. If, in the Company's sole discretion, the Customer Media is likely to breach any regulator guidelines, or is unfit to be transcoded, the Company reserves the right to reject such Customer Media.
- 20.9 The period during which the transcoded Content is available for delivery will be set out in the applicable Booking Form. Any unused period is not transferable unless the Company has given its prior written approval. For the avoidance of doubt, a change in delivery content bitrate does not provide the customer the ability to transfer more hourly volume. The Customer may request additional capacity in writing subject to availability and additional service charges.