

## STANDARD TERMS AND CONDITIONS FOR TRANSMISSION SERVICES

### DEFINITIONS

"**Contract**" means the contract for Services between SIS and the Customer, incorporating these Conditions and any Special Conditions;

"**Conditions**" means these SIS LIVE standard terms and conditions;

"**Customer**" the person designated in the Quote to whom the Service will be provided and invoices sent;

"**Fees**" the fees for the Service referred to in the Quote and payable in accordance with Clause 5;

"**Material**" any audio or visual and or audiovisual material, text, data material submitted by or for the Customer for transmission by means of the Service;

"**Quote**" the quotation issued by SIS LIVE describing the Customer, the Services and any Special Conditions, of which these Conditions form part;

"**Service**" the transmission service as described in the Quote;

"**Special Conditions**" means any special conditions set out in a Quote; and

"**SIS LIVE**" a trade name and division of Satellite Information Services Limited (4243307) with its registered office address at 17 Corsham St, London, N17 6DR

- 1.2 Reference to the parties include their permitted assignees and/or their respective successors in title to substantially the whole of their respective undertakings.
- 1.3 Clause headings in these Conditions are for ease of reference only and shall not be taken into account in construing these Conditions.
- 1.4 Reference in these Conditions to Clauses, sub-clauses, paragraphs and schedules are references to those contained in these Conditions.
- 1.5 Where appropriate, words denoting the singular shall include the plural, and vice versa.
- 1.6 References to the words "include" or "including" are to be construed without limitation to the generality of the preceding or succeeding words.
- 1.7 In the event of any inconsistency between the documents that form the Contract, then the following shall be the order of precedence (i) the Quote; (ii) Special Conditions (if any); (iii) these Conditions.

### 2. ORDER

- 2.1 Subject to any variation under Clause 10.4 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 Each order for Services by the Customer shall be deemed to be an offer by the Customer to purchase Services from SIS LIVE subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by SIS LIVE until a written acknowledgement of order is issued by SIS LIVE or (if earlier) SIS LIVE performs the Services.

### 3 SERVICE

- 3.1 SIS LIVE shall provide the Service using all reasonable care and skill and in accordance with these Conditions.
- 3.2 It is not technically practicable for SIS LIVE to provide the Service free from faults or interruptions, and SIS LIVE does not undertake to do so. SIS LIVE shall use all reasonable endeavours to remedy any faults as soon as possible, to the extent it has the power to do so.

### 4 RESCHEDULING AND CANCELLATION

- 4.1 The Service may be rescheduled, occasionally or permanently by agreement. If no agreement is reached the original agreed time for the Services will stand.
- 4.2 The Customer may cancel the Service on written notice subject to paying SIS LIVE the following percentage of the Fee as cancellation charges:
  - > 48 hours before scheduled delivery date 25%
  - > 24 - 48 hours before scheduled delivery date 50%
  - < 24 hours before scheduled delivery date 100%

### 5. CHARGES AND PAYMENT

- 5.1 In consideration of the provision of the Services by SIS LIVE, the Customer shall pay the Fees.
- 5.2 The amounts of any charges payable under the Contract are expressed to be exclusive of any value added tax or any sales or local taxes, or import or export duties or combination of such, which shall be charged at the appropriate rate (if applicable) or if the same shall become chargeable on all or any part of such charges.
- 5.3 Subject to clause 5.4 and the Customer satisfying SIS LIVE's credit checks, the Fees will be invoiced immediately after completion of the Service and are payable within 30 days of invoice date.
- 5.4 SIS LIVE reserves the right at any time to request a deposit or payment of the Fees in advance prior to delivery of the Services.
- 5.5 SIS LIVE may charge the Customer interest at a rate of 4% per annum above RBS Plc Base Lending Rate from time to time compounded monthly on all late and overdue payments until the same are received by SIS LIVE.

### 6. LIABILITY

- 6.1 SIS LIVE shall have no liability to the Customer in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care if at any time or for whatever reason there is failure or delay in the procurement or performance of space segment capacity by the satellite operator.
- 6.2 SIS LIVE shall not in any event be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, anticipated savings or for any indirect or consequential loss whatsoever.
- 6.3 Except in the case of wilful default, fraudulent misrepresentation or personal injury or death, SIS LIVE's

total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract or howsoever otherwise shall be limited to the Fees in respect of any one incident or series of incidents which, in each case, amount to a breach of SIS LIVE's obligations under the Contract.

6.4 SIS LIVE shall not be responsible or liable to the Customer for the performance of the space segment capacity.

6.5 Each provision of this Clause 6 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances and shall remain in force even if the Contract is expires or is terminated.

## 7. CUSTOMERS' OBLIGATIONS

7.1 The Customer warrants and undertakes to SIS LIVE that:

7.1.1 it possesses full power and authority to enter into and to perform the Contract;

7.1.2 it has the right to transmit the Material and that it will on or before the commencement of the Service have obtained and throughout the Service period will maintain any and all necessary licences, consents and permissions required under any relevant legislation for the transmission of the Material; and

7.1.3 that the Material is not obscene or defamatory in nature and will not expose SIS LIVE to any civil or criminal proceedings.

7.2 The Customer shall not assign or sub-let or use or allow the Service to be used for any purpose or by any party save as expressly authorised in the Contract.

7.3 The Customer undertakes to indemnify SIS LIVE against all liabilities, claims, demands, actions, costs, damages and losses arising out of any breach by the Customer of the Contract or arising out of any third party claim. SIS LIVE shall promptly notify the Customer of any claim to which the indemnities in this Clause 7.3 relates and shall make no admissions in relation to any such claim without the Customer's consent, which shall not be unreasonably withheld or delayed. Notwithstanding any other provision to the contrary this Clause 7.3 shall survive termination of the Contract.

7.4 The Customer undertakes to comply with any operating procedures and conditions imposed by SIS LIVE and to comply with any or all reasonable requests or directions given by SIS LIVE relating to operation of the Service.

## 8. FORCE MAJEURE

8.1 Notwithstanding anything to the contrary contained in the Contract, if for any reason beyond the reasonable control of SIS LIVE, which shall include: strikes, lockouts or other industrial disputes or actions; acts of God; acts of Governments or other prevailing authorities; acts of third parties (including any telecommunications operator, satellite consortium, utility companies); inclement weather; satellite or transponder pre-emption; satellite or satellite transmission failure or degradation (or failure or degradation of terrestrial facilities for the uplink to such satellite) SIS LIVE is delayed in or prevented from performing any of its obligations under the Contract, then such non-performance shall be deemed not to constitute a breach of the Contract.

8.2 SIS LIVE will use reasonable endeavours to prevent interference with, theft or unlawful reception of the Material but will not be responsible for the confidentiality or privacy of the Material in so far as the same is transmitted by the Service. SIS LIVE has no power or liability in respect of any unauthorised reception of the Material by any third party. Encryption can be incorporated as a supplementary service at the Customer's request for an additional fee.

## 9. Confidentiality

9.1 Each party hereby undertakes to the other parties that it shall not and shall procure that its associates, directors, officers and employees shall not at any time hereafter save with the prior consent in writing of the other parties divulge or communicate to any person other than to its directors, officers, employees or professional advisers whose province it is to know, any secret or confidential information ("Confidential Information") concerning the business, financial or contractual arrangements (including the provisions of the Contract) or other dealings or affairs of any other party or any associate thereof save to the extent to which such information:

9.1.1 was in the possession of the receiving party before such information was imparted or disclosed by the disclosing party;

9.1.2 is independently developed by any servant, employee or agent of the receiving party without access to or use or knowledge of the Confidential Information and to whom no disclosure of the Confidential Information has been made;

9.1.3 is in, or subsequently comes into the public domain, other than by breach by the receiving party of its obligations under this Clause 9;

9.1.4 is received by the receiving party without restriction on disclosure or use from a third party which the receiving party honestly believes is entitled to make such disclosure;

9.1.5 is approved for release by the prior written agreement of the disclosing party; or

9.1.6 is required to be disclosed by law or the rules of any governmental organisation: provided that if the receiving party is to make such disclosure, it shall give the disclosing party as much prior notice thereof as is reasonably practicable so that the disclosing party may seek such protective orders or such other confidentiality protection as the disclosing party, in its sole discretion, may elect and the receiving party shall reasonably co-operate with the disclosing party in protecting the confidential or proprietary nature of the Confidential Information which is to be so disclosed.

## 10. NOTICES

Any notices given under the Contract shall be in writing and shall be sent to the address of SIS LIVE as stated in these Conditions or the address in the Quote in case of the Customer or to such other address of which notice has previously been given. Notices may be delivered personally or by courier or sent by facsimile transmission or registered or recorded delivery and shall be deemed to have been received in the normal course of posting if posted, or in the case of delivery, when left at the relevant address or in the case of a facsimile transmission, upon receipt of a transmission report indicating that all pages of the notice have been transmitted to the correct facsimile number.

## 11. GENERAL

11.1 Nothing in these Conditions shall give rise to any partnership between the parties.

11.2 No waiver express or implied by one party of a breach by the other of any of the provisions of the Contract shall operate as a waiver of any preceding or succeeding breach of the same or any other provision of these Conditions.

11.3 Termination or expiry of the Contract shall be without prejudice to the rights and liabilities of either party which may accrue on or up to the date thereof.

11.4 These Conditions together with any other documents referred to in it sets out the entire agreement between the parties and supersedes all prior arrangements and agreements (whether oral or in writing) in relation to the Services. Any amendment or variation of the Contract must be in writing and signed by both parties.

11.5 The Contract shall be governed by English law and be subject to the exclusive jurisdiction of the English Courts.