

Telenor (UK) Limited

Occasional Broadcast

Terms & Conditions Agreement

This Agreement shall apply to all occasional broadcast services to be provided by TUK unless other terms and conditions are agreed in writing between TUK and the Customer:

1 General Terms & Conditions **Edition 04.2019**

1.1 Definitions

“Agreement” means this agreement which consists of these terms and conditions and the charges for the relevant Service as contained in TUK’s rate card which may be updated from time to time (or latest price offering, where applicable).

“Customer” means the party with whom TUK enters into this Agreement as detailed in the signature clause below.

“Occasional Broadcast” means a “short term” provision of broadcast services between Telenor (UK) Limited and the customer.

“Short term” means a service shorter than 1 year.

“TUK” means Telenor (UK) Limited of 40 Bernard Street, London WC1N 1LE, UK.

1.2 Liability

TUK does not undertake to provide the Service free from any faults. TUK shall use reasonable endeavours to remedy any fault as soon as practicable. All implied warranties, including any warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded.

TUK shall not be liable for any failure to perform its obligations as set out herein caused by the happening of any event beyond TUK’s reasonable control, including, without limitation, acts of God, restrictions imposed by law, government or other regulatory authority, fire, flood, war, civil disturbance, labour disputes, failure of essential suppliers including withdrawal by suppliers of satellite or other facilities, atmospheric or solar conditions, RF interference and satellite failure.

Without prejudice to the foregoing, TUK’s liability to the Customer in contract, tort (including breach of statutory duty) or otherwise arising under, by reason of or in connection with any incident or incidents, whether related or unrelated, shall be limited to an amount equal to the amount payable by the Customer for the Service.

Neither party shall be liable to the other for consequential and incidental losses, damages or costs of any kind (including without limitation loss of production, loss of profit and loss of business) arising out of or otherwise relating to this Agreement.

Notwithstanding anything to the contrary in this Agreement, neither party limits its liability for death or personal injury caused by its negligence or for fraud (including fraudulent misrepresentation).

Both parties agree that any action or claim by the customer against TUK arising from this agreement must be initiated within 1 (one) year as from the event which gave rise thereto.

1.3 Payment terms:

The Customer shall pay charges as set out in TUK's rate card for the greater of either the time used or the time Firm booked.

All sums due for the Service shall be paid by the Customer in advance in cleared funds prior to the start of the Service unless otherwise agreed by TUK. All amounts payable are subject to the appropriate rate of value added tax which shall be paid by the Customer, where applicable.

Any Services that have been approved by TUK to be paid in arrears shall be paid by the Customer within 30 days of the invoice date. TUK reserves the right to charge interest at LIBOR plus 4% pro anno for late payments.

1.4 Third party provisions and cancellation policies

The use of third party vendors by TUK in connection with the provision of the Services will incur separate charges payable by the Customer in accordance with TUK's rate card.

The Customer will incur additional charges in respect of any cancellations or changes as detailed in "Occasional Broadcast Booking Procedure" (Section 2).

1.5 Customer obligations

The Customer warrants and represents that the content transmitted in connection with Customer's use of the Services shall be lawful and that the transmission of such content will not infringe any intellectual property or other rights of any person.

The Customer shall indemnify TUK against all losses, damages, costs, expenses and other liabilities suffered by TUK as a result of any claim from a third party in connection with the transmission of such content as part of the Services.

The customer shall remain liable for all acts and omissions of any of its subcontractors, as if they were its own.

The customer will cease transmission immediately on request by TUK in the event that such

transmission causes interference or harm to the operation and provision of services by TUK.

The customer shall indemnify TUK against all losses and expenses suffered by TUK as a result of the acts or omission of the customer or it(s) customers resulting in the degradation, interruption or corruption of any services transmitted on TUK space segment & ground facilities, 3rd party space segment & ground facilities or any telecommunications network.

1.6 Termination

TUK may terminate the provision of Service forthwith by written notice to the Customer if the Customer commits a substantial breach of any obligation hereunder, becomes the subject of a bankruptcy order, becomes insolvent, makes any arrangement or composition with or assignment for the benefit of its creditors, goes into liquidation, either voluntarily or compulsory, or if a receiver or administrator is appointed over its assets.

TUK may terminate the provision of the Service and any future bookings upon written notice if the Customer fails to make payment of any outstanding invoice within 10 days of the due date.

The termination of this Agreement shall be without prejudice to the rights of either party that may have accrued prior to such termination.

1.7 Non-waiver

The failure to exercise or delay in exercising a right or remedy provided by this Agreement, by law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement, by law or in equity prevents further exercise of the right or remedy or the exercise of another right or remedy available, whether contractual, equitable, proprietary or otherwise.

If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction, shall in any way be affected or impaired.

1.8 Press Releases

Neither party nor the customer's customer(s) may issue any press release or any other public announcement in connection with the agreement without prior written consent of the other party.

1.9 Confidentiality

All prices and any other commercial terms agreed between the Parties shall be deemed to be confidential.

1.10 Amendments

TUK may update the terms of this Agreement from time to time. Any update will be made available on our website: www.telenorsat.com/broadcast/ou

The Customer acknowledges that any further service order entered into between the customer and TUK may be subject to an updated version of the terms and conditions.

The Customer is responsible for ensuring that they have the latest version of this agreement.

1.11 Applicable law

This Agreement is governed by and shall be construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

2 OCCASIONAL BROADCAST BOOKING PROCEDURE

2.1 Booking Policy

Requests for bookings for Service should be placed with TUK's Booking office (+44 20 7923 6555 or bookings@telenor.com) prior to the desired start of the Service.

Service extensions are coordinated and approved by TUK's Booking office.

Minimum booking per Service is 15 minutes**.

Extensions are made in 5 minute minimum increments**.

** where this differs for third party capacity the customer will be notified at the time of booking.

A service is deemed confirmed as soon as a request is received from the Customer for a firm booking. Any further request for amendment or cancellation will be subject to the relevant cancellation/amendment policy (Section 2.2).

All confirmed bookings ("Firm Booked Services") and change requests must be made in writing by the Customer to TUK's Booking office. This confirmation must include company information, name of person placing the order, relevant reference numbers and transmission details (e.g. Uplink registration and contact).

At the scheduled end of service the customer must cease transmission. In the event of non-compliance, TUK reserve the right to apply a fixed penalty of 150€ and a rate of twice the quoted minute rate for each additional minute that the customer continues to use the service beyond the scheduled end time.

All bookings are subject to availability and written approval by TUK's Booking Office.

2.2 Cancellation/Amendment Policy

The following shall apply in relation to cancellations and amendment requests:

Firm Booked Services provided from within TUK's own resources:

Cancellation notices and change requests received more than 48 hours prior to the scheduled start time of the Service:

The Customer will incur a charge equal to 20% of the fee payable for the original Firm booked Service.

Cancellation notices and change requests received less than 48 hours prior to the scheduled start time of Service:

The Customer will incur a charge equal to 100% of the fee payable for the original Firm booked Service.

Services which are modified from their original booked time will incur charges according to the above relevant policy for the portion of the Service which has been modified. This includes changing: satellites, start and end times, date and bandwidth.

All changes are subject to availability and approval by TUK. The charges incurred in respect of such changes as set out above will be payable by the Customer in addition to the charges payable for the Service pursuant to the TUK rate card.

In the event that a challenged pencil booking results in a Firm Booked Service by the Customer (as described below), the Customer will incur a cancellation charge equal to 100% of the fee payable for the Firm Booked Service, if the Customer issues a cancellation notice regardless of notice period. Any overruns of the booked stop time without agreement obtained by Telenor beforehand will be charged separately (fixed fee 150 Euros + double charge for each minute)

Firm Booked Services sourced from a third party supplier:

Cancellations and requests for changes will be subject to the applicable 3rd party's individual terms and conditions. Contact TUK's Booking office for more details.

2.3 Pencil Booking Policy

Customers may make pencil bookings of Services on TUK's own dedicated resources up to 1 year but no less than 24 hours in advance of the requested start time of the Service, subject to availability at the time of the pencil booking.

A pencil booking must be confirmed 24 hours ahead of the booked start time or it will automatically be released.

Pencil bookings of Services on 3rd party resources are subject to the terms and conditions of the applicable 3rd party.

TUK reserves the right to change the transmission details of pencil bookings without advising the Customer unless it has been confirmed as a Firm Booked Service as described above. The date, time and duration of the pencil booking will remain the same where possible.

If a pencil booking is challenged by another Customer's request for a Firm Booked Service, TUK will notify the Customer by phone or email. If the Customer does not confirm the pencil booking as a Firm Booked Service within 3 hours of the challenge, the pencil booking shall automatically release.

2.4 Approx. Outs

TUK offers approx. outs in 15-minute increments, with a maximum of 30 minutes, subject to availability.

It is the Customer's responsibility to goodnight an approx. out booking at the end of the booked time with the corresponding MCR/Access centre for the booked capacity. If there is no good-night by phone or email the Customer is liable for charges for the entire approx. out time.

2.5 Line-Up Policy

Customers utilising Telenor operated satellite capacity shall contact a Telenor control room and follow Telenor's "Occasional Broadcast Satellite Access Procedure" (Section 3).

In order for the Customer to establish that the Service is working TUK will, subject to availability, endeavour to provide a non-chargeable line-up period during which only a test card may be transmitted for 5 minutes on Thor 10-02. The provision of such line-ups in relation to third party capacity will be subject to availability and the terms and conditions applied by the applicable third party.

In the event that the Customer fails to follow the required procedures or the Customer's antenna is refused access to the satellite for failure to meet required specifications, all charges for the Service shall continue to apply.

Customers utilising 3rd part booking confirmation sent by TUK to the Customer and shall y operated satellite capacity must contact the 3rd party's control centre as detailed in the adhere to the 3rd Party's access procedures.

The Occasional Broadcast Procedure set out above forms part of the Occasional Broadcast Agreement between TUK and the Customer and shall apply to all bookings made under the Agreement.

2.6 Telenor Bookings contact details:

Telenor UK Bookings Team:
+44 20 7923 6555
bookings@telenor.com

3 OCCASIONAL BROADCAST SATELLITE ACCESS PROCEDURE

This procedure must be adhered to by all personnel that are to perform 'Occasional Use' line ups on Telenor operated satellite capacity, to ensure that the use of the capacity does not interfere with other services both during line up and transmission. No carrier to be activated or changed without approval by Telenor Control Room.

3.1 Line up of Occasional Use carrier with Cross polarisation test:

Line up on Thor 10-02 from Northern Europe does not need a cross pol test, except for transmissions when the uplink station is situated in the crossover region of spots 1 & 2 (see map, Section 3.5).

Procedure as follows:

- Check that the antenna is pointed and poled out correctly and that the correct frequency is set for the cross pol test (as detailed on booking confirmation) before calling.
- Call the Telenor Control room.
- When instructed to do so bring up a CW (unmodulated) carrier with reduced power.
- Increase power as instructed by the Control Room. Adjust pol as instructed by the Control Room.
- Adjust elevation and azimuth to peak the antenna towards the satellite if necessary.
- A cross-pol isolation of at least 30 dB is needed to ensure no interference is created when transmitting a modulated carrier at nominal power.

- When the cross-pol test is completed to a satisfactory degree, follow the control room's instructions to cease transmitting at the cross pol frequency and retune to the proposed transmit frequency of the booked occasional slot.

- Bring up a CW (unmodulated) carrier with reduced power. Only when instruction is received should the carrier be modulated.
Modulate carrier.

- Follow instructions to increase uplink power until nominal level has been achieved.

Any change of location or adjustment of the antenna requires a new cross pol test before transmission can begin. Please keep in mind that this test is performed to avoid interference on the satellite capacity.

3.2 Line up of Occasional Use carrier without Cross polarisation test:

Line up on Thor 10-02 tpx 65 from Northern Europe does not need cross pol test, Call the Telenor Control room.

- Verify that the frequency is set to the booked occasional slot transmit frequency. Bring up a CW (unmodulated) carrier with reduced power. Only when instruction is received should the carrier be modulated.

- Modulate carrier.

- Follow instructions to increase uplink power until nominal level has been achieved.

3.3 At the end of the Occasional Use transmission:

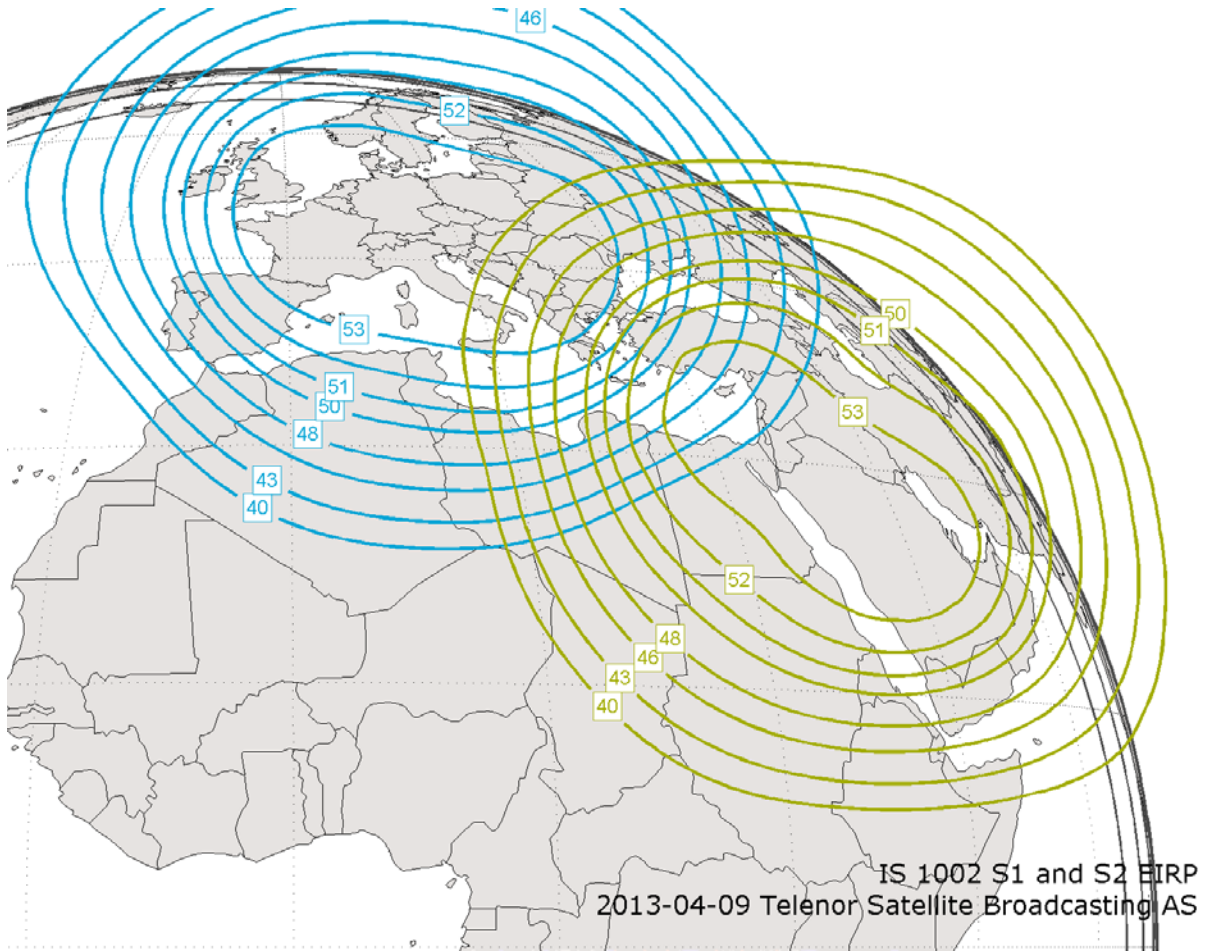
- Call the Telenor Control room. Reduce power.

- Take down the carrier.

3.4 Telenor Control Room contact details:

Telenor UK Master Control Room (MCR)
+44 20 7923 6565

3.5 CROSS POL TEST



Cross pol test required when the uplink station is situated in the crossover region of spot 1 and spot 2 as above.

Signature on behalf of the Customer:

Company Signature on behalf of Telenor (UK) Ltd:

Name (print):

Name (print):

Position in Company:

Position in Company: