

STANDARD TERMS AND CONDITIONS FOR PURCHASE

This document contains standard conditions relating to the purchase of products and/or services to be brought by Eurovision Services S.A., a company limited by shares (Société anonyme/Aktiengesellschaft) organized under Swiss law, registered in the commercial register of the Canton of Geneva under registration number CHE-481.105.679 and with registered office in L'Ancienne-Route 17A, 1218 Le Grand-Saconnex, Geneva, Switzerland ("**Eurovision**" or "**ES**").

The purchasing of products or services may also be used by one and/or all of the following entities, part of the same group than Eurovision, on their different sites (to be referenced together as the "**Sites**" and/or the "**Related Entities**"):

- (1) Eurovision Services Madrid, S.L., a company limited by shares (S.L.) with registration number CIF B88362157 and with registered office in Calle Julian Camarillo num 29, Esc 2, Planta 1, 28.037 Madrid, Spain ("**Eurovision Madrid**")
- (2) Eurovision Americas Inc., a corporation organized under the laws of the State of Delaware, with registration number 3727383 and with registered address in Dover, 19901, County of Kent, Delaware, USA and with its place of business at 2000 M Street, N.W., Suite 300, Washington DC 20036, in the USA and its b branch in New York (USA), CBS Broadcast Center (Room 4330), 524 West 57th Street, New York 10019, US ("**Eurovision Americas**")
- (3) Eurovision EVO PTE., LTD., a private company limited by shares organized under the laws of Singapore law, registered in Singapore under registration number 200600120 Z and with registered address at 5 Temasek Boulevard #10-01 Suntec Tower Five, Singapore 038985 in Singapore ("**Eurovision EVO**")
- (4) Eurovision (Beijing) Network Technology CO, LTD, a limited liability company organized under the laws of the People's Republic of China, registered in Beijing under registration number 110000450020131 and with registered office at C1606 Oriental Media Center, No 4 Guanghua Road, Chaoyang District, Beijing, China 100026 in China ("**Eurovision Network Tech**").
- (5) The branch of ES in Dubai (UAE), Eurovision Services Middle East, Dubai Media City, PO Box 500717 Building 2, Office 21, Dubai, United Arab Emirates ("**Eurovision Dubai**").

Section 1 - SCOPE

- 1.1 These standard terms and conditions of purchase (hereinafter referred to as "**T&Cs**") set forth the terms under which a supplier (the "**Supplier**") shall sell various products and/ or perform various services further described in an order, or as per a specific service offer or RFQ/ RFP, or as per a specific agreement signed between the parties (all together to be further referenced as the "**Contract**"). The order of precedence between documents shall be: 1. the Contract and 2. T&Cs, unless otherwise specified by the parties.
- 1.2 The Supplier's General Conditions of Sale and/or any conditions which may be contained in any document issued by the Supplier, as well as any fine print on the back of Supplier's invoices, are explicitly excluded. To the extent Supplier's terms and conditions are supplied with the Deliverables or where the ES and/or ES's user(s) are required to "click through" or otherwise accept or made subject to any online terms and conditions in accessing or using the Deliverables, those terms and conditions will be of no legal effect and will not constitute part of Contract.
- 1.3 The placing of a purchase order by ES and the Supplier's subsequent written acceptance of the same, or, if this is the case, the signature of the Contract, or the shipment of the products or any portion thereof, (ii) commencement of any work on site or performance of any services shall constitute Supplier's unconditional acceptance of these T&Cs and the formation of a contract between the parties.

Section 2 - DELIVERY AND PERFORMANCE

- 2.1 The Supplier shall deliver all deliverables as defined in the Contract (the "**Deliverables**") which could include hardware, software, Source Code, New Release, New Version, service, Cloud Service, including any associated documentation.

"**New Release**" means a new release of all or any part of a software in which previously identified faults have been remedied or to which any modifications, enhancement, revision or update has been made, or to which any further functions have been added.

"**New Version**" means a new version of all or any part of a software being a version which contains such significant differences from the previous

versions.

"**Source Code**" means the computer programming source code of the software to which it relates, including all non-third-party executables, libraries, components, in the language in which the software was written, together with all related flow charts and technical documentation created or used in the creation, development, maintenance and support of the software as well as all updates, error corrections and revisions thereto, all of a level sufficient to enable ES's development personnel to understand, develop and maintain the software.

- 2.2 The Supplier shall exercise all reasonable skill, care and due diligence and shall supply, deliver, install, and implement the Deliverables in accordance with good industry and professional standards.
- 2.3 The Supplier shall ensure that the Deliverables are fit for the purpose made known by the Supplier and provide the functionalities set between the parties. The Deliverables (i) shall correspond, operate and comply with the Specifications, (ii) be free from faults and (iii) be delivered in a timely manner in accordance with all delivery dates and delivery place(s) defined between the parties;
- 2.4 The Supplier shall at its own cost make good all faults appearing in the Deliverables. The claims out of the foregoing warranties given by Supplier or the manufacturer of the Deliverables shall be transferable in full at no cost to ES or ES's end-user(s) (as applicable).
- 2.5 The Deliverables shall be delivered to ES at the designated Site(s).
- 2.6 Specific conditions

➤ For any hardware part of the Deliverables, the Supplier shall supply all related documentations to use and maintain it properly; and provide all cabling and necessary equipment for installation on the Site(s). When ES is in charge of the installation, the Supplier shall assist ES by providing clear written instructions and all necessary assistance.

During the Warranty Period, the Supplier shall provide repair or replace the hardware free of charge.

➤ For any software part of the Deliverables, in addition to the obligations set forth for the hardware above, the Supplier shall also deliver to ES the updated version of any software programs developed by the Supplier

specifically for ES, its Source Code in the form and format as specified by ES and grant access and use to applications developed to use the software(s), in connection with, through or on any associated or interconnected networks (including internet or intranet).

ES shall never be obliged to accept any New Version or New Release if the tests carried out by ES establish on reasonable grounds that its use would result in any diminution of the performance or functionality of the software. In the event ES reject such New Version or new Release, the Supplier shall refund any sums ES may have paid in respect thereof.

➤ Where the Deliverables are services/ work, the Supplier shall perform such work and/or services :

- (i) in accordance with the instructions, requirements, timetable, the technical description of the Deliverables to be supplied and delivered by the Supplier, as specified by ES and as may be amended from time to time (the "**Specifications**");
- (ii) in good faith, in a diligent and professional manner and in the best interests of ES and the Supplier warrants and undertakes that the person and/or the team in charge of the performance of the service/work is competent and have the appropriate expertise to perform the requested work and does not act in any manner to the detriment of ES or its business. If such designated person is of the essence of the Contract, the identity of such person and/or the team shall be agreed in advance and in writing by ES and cannot be changed without the prior agreement of ES. If no agreement is found, ES shall be entitled to terminate the Contract, in whole or in part, with immediate effect without incurring any liabilities.

➤ Cloud Services: meaning a model where computing services (both hardware and software) are delivered over a network independent of device and location and include customization/integration, user identification and password change management, data import/export, monitoring, technical support, maintenance, training, backup and recovery, and change management (together "**Cloud Services**").

- (i) The method and means of providing the Cloud Services shall be under the exclusive control, management, and supervision of the Supplier. Except as otherwise agreed, the Cloud Services shall be provided solely from within Europe and on computing and data storage devices residing therein.
- (ii) The Cloud Services shall include the necessary allocation of base data storage and ES shall immediately be notified when ES has reached eighty percent (80%) of ES's then-current data storage maximum if any and specified in the Contract. Within five (5) calendar days of ES's request, the Supplier shall make additional data storage available to ES at no additional costs, unless otherwise specified in the Contract.
- (iii) ES shall be entitled to one (1) development and one (1) test environment for use by ES and its users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. The Supplier shall cooperate with ES's request in managing the non-production environments such as refreshing ES's data upon request.
- (iv) The Supplier shall not reduce or eliminate functionality in the Cloud Services. Where the Supplier has reduced or eliminated functionality in the Cloud Services, ES, at ES's sole election and in ES's sole determination, shall: (a) have, in addition to any other rights and remedies under this Contract, the right to immediately terminate the Contract in whole or in part, and be entitled to a return of any prepaid fees; or (b) determine the value of the reduced or eliminated functionality and Supplier will immediately adjust the Fees accordingly on a prospective basis.

Where the Supplier has introduced like functionality in other services,

ES shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Cloud Services. Where the Supplier increases functionality in the Cloud Services, such functionality shall be provided to ES without any increase in the Fees.

- (v) ES or its designee shall have the right to audit Supplier's books, records, and measurement and auditing tools.

2.7 Escrow: if requested by ES, the Supplier shall enter into a tripartite source code escrow agreement with an escrow agent designated by ES. All relevant escrow fees shall be payable by the Supplier and ES in equal proportions.

The escrow agreement shall also require the escrow agent to release and deliver the Source Code to ES if any one of the following circumstances has occurred: (i) cessation of Supplier's activities; or (ii) Supplier has filed, a proceeding in bankruptcy or any receivership of all or substantially all of its assets; or (iii) the Supplier is insolvent or goes into liquidation; or (iv) the Supplier commits a breach of its obligations or (v) in case of change in control or ownership of the Supplier or in the ownership of any of its IPR or (vii) any breach or default of the Supplier of its obligations under the escrow agreement including failure to pay any of the escrow agent's fees or (viii) in the event of IPR infringement by the Supplier.

The parties agree to an expedited release which allows for access to the Source Code immediately after ES notifies the escrow agent the occurrence of a release condition. In such case, the escrow agent shall immediately provide ES with a copy of the Source Code. Upon the occurrence of a release event, ES shall have the right to access to the Source Code and to use the software (and derivatives thereof) and such delivery shall be deemed as a license to ES.

Section 3 - DELIVERY, TITLE AND RISKS

- 3.1 The delivery dates mentioned in the Contract (the "**Delivery Date**") shall be of the essence.
- 3.2 The Supplier shall notify ES without undue delay of any event that could jeopardise its compliance with a Delivery Date and shall take all commercially reasonable steps to avoid or limit a late delivery.
- 3.3 For Deliverables delivered in instalments, the purchase order shall be construed as a single contract in respect of each instalment. However, where ES has the right to reject any particular instalment, it may at its option reject the entire order or the instalment. The Supplier shall pass full and free title to, and ownership of, the Deliverables, on Delivery Date save for the Deliverables which are not recorded as successful following completion of the Testing Procedures as per Section 5.

Section 4 - DELAY

In the event the Supplier fails to supply and deliver the Deliverables by the Delivery Date, the Supplier shall pay ES liquidated damages amounting one percent (1%) of the Fee for each day of delay until the actual delivery date or until full acceptance of Deliverable by ES. Such liquidated damages shall not be the exclusive remedy for ES and without prejudice of any other rights or remedies that ES may have under the Contract or at law or to terminate the Contract in whole or in part at any time with immediate effect without any liabilities whatsoever. ES shall be entitled to deduct any amount of liquidated damages from any amount due and payable to the Supplier.

Section 5 - INSPECTION, ACCEPTANCE / REJECTION

- 5.1 Prior to delivery of the Deliverables to ES, ES shall be entitled to inspect and test the Deliverables which shall be without prejudice to any contractual or legal warranty.
- 5.2 A noncompliant Deliverable may be refused by notifying the Supplier by email or regular mail, describing the reasons for said refusal. No payment shall be due for a refused Deliverable. ES may partially accept parts of the Deliverables at its sole discretion or reject the whole.
- 5.3 As from notification, the Supplier shall have seven (7) calendar days or any other period determined by ES to verify the noncompliance and propose remedial measures.
- 5.4 If ES refuses the remedial measures, the Supplier must take back the refused Deliverable within the next seven (7) days. In such a case, the Supplier shall replace it with a compliant Deliverable without delay and without prejudice to ES rights to claim for penalties for delay as from the initial contractual delivery date. The costs and risks of the return of the refused Deliverable and delivery of the replaced Deliverable shall be borne by the Supplier.
- 5.5 If the Supplier has been unable to provide a compliant Deliverable and no agreement is found between the parties, ES may reject the Deliverables and terminate the Contract at any time with immediate effect without any liabilities whatsoever. Any Fee already paid by ES to the Supplier for the unsuccessful delivery of the Deliverables shall be refunded within fifteen (15) calendar days and if the portion of the Deliverables successfully delivered is rendered impossible to use by the failure of the Supplier to properly deliver the remaining Deliverable, ES shall be able to get full reimbursement of the Fees in addition to any other remedies.

Section 6 - FEES AND PAYMENT SCHEDULE

- 6.1 The price or the fees for the Deliverables are set out in the Contract and is not subject to variation (the "Fees"). The Fees shall be considered as the total consideration for the supply and delivery of the Deliverables and a complete buy-out of all rights assigned by the Supplier to ES, including any and all taxes and duties (including VAT and withholding tax), packaging, packing, shipping, freight, carriage, transportation, insurance costs and expenses of any kind.
- 6.2 The Supplier is responsible for all taxes and duties that are due in the country of origin of the Deliverables and for obtaining at its expense any import or export licence or government consents
- 6.3 The payment schedule of the Fees is set out in the Contract, otherwise, it shall be at completion of the services or delivery of all the products necessary for the provision of the Deliverables, including those required under any export regulations.
- 6.4 The Fees shall be paid by ES within ninety (90) calendar days of receipt of the invoice or after the delivery of the Deliverables whichever is the latest, unless otherwise specified.
- 6.5 Invoices received without a valid purchase order number (or an incorrect purchase order reference) will be discarded.
- 6.6 Any invoice or part thereof disputed by ES will be notified to the Supplier and state the reasons for withholding the payment.
- 6.7 The payment of any sum by ES shall in no circumstance imply acceptance of any Deliverables and shall be without prejudice to any rights or remedies that ES may have.
- 6.8 ES reserves the right to set-off any amount owed to the Supplier with any amount due by the Supplier to ES, its parent company or its subsidiaries, whether under the Contract or any other agreement.

The Supplier waives its right to set-off any amount owed to ES.

Section 7 - PACKAGING

The Supplier shall comply with all relevant health and safety legislation. It will ensure that the Deliverables that are potentially dangerous to health and safety, are delivered in suitable protective packaging and that the external surface of such packaging is clearly labelled to indicate any such hazards involved in handling and using the Deliverables and the method of safe handling. The Supplier shall be responsible for ensuring that any employees or other persons entering ES' or customers' premises adhere to all health and safety at work rules and regulations and any other reasonable security or other requirements that apply at any of premises from time to time.

Section 8 - REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants that:

- it has full capacity and authority to enter into the Contract and all necessary licences, permits and consents to supply and deliver the Deliverables; and
- it does not infringe any intellectual property rights of any third party while supplying and delivering the Deliverables and as long as ES is using the Deliverables; and
- it keeps accurate records and books of accounting, compliant with generally accepted accounting principles, showing all charges and related expenses incurred in the performance and procedures of its obligations. ES shall have the right to inspect such records and perform an audit for seven (7) years after termination or expiry of Supplier's obligations, in the Supplier's premises during business hours or to assign the performance of such an audit to third parties; and
- Its employees, agents, sub-contractors, partners, consultants or freelance workers, assigned to perform the services and deliver the Deliverables have the proper skills, training and background necessary to accomplish their assigned tasks; and
- all Deliverables are fully compliant with all European regulations related to environment and to electrical equipment rules in their latest version, including but not limited to the Low Voltage Directive 2006/95/EC, the Electromagnetic Compatibility Directive 2014/30/EU, the CE Marking Directive 93/68/EEC, the machinery Directive 98/37/EEC.

Section 9 - INTELLECTUAL PROPERTY RIGHTS

"IPR" means any and all tangible and intangible: (i) copyrights and other rights of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and all derivative thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Background IPR" means the IPR (i) owned or controlled by either party prior to the entering into force of the Contract or (ii) generated or acquired by either party at any time independently from the performance of the Contract which shall remain the property of the owning party.

"Results" means all results generated by the performance of the Contract and vested in the Deliverables and the IPR attached thereto, including any item built from Specifications provided by ES or developed by the Supplier for ES.

9.1 License granted:

- 9.1.1 In consideration for the Fees, the Supplier shall grant to the ES, its

employee, contractor, or agent or any other individual or entity authorized by ES, a renewable, non-exclusive, irrevocable, perpetual and worldwide license, with a right to sub-license, to use, have used and exploit the Background IPR of the Supplier. This license shall be valid for the duration of the legal protection of the Background IPR and grant the rights to use, have used, make, have made, offer for sale, sell, import, export, or otherwise dispose of, compile, decompile, disclose, copy, modify, display, distribute, or create derivative works of such Background IPR.

9.1.2 In the case of software incorporated into a Deliverable or Cloud Service, the Supplier grants to ES a non-exclusive right to use such incorporated software, in executable version, for the entire life cycle of the Deliverable, on a worldwide basis and ES is entitled to increase or decrease the number of users. This right is transferable to the final client using the Deliverable, in the limits of the present article.

9.2 ES Background IPR transferred to the Supplier for the performance of the Contract remains the property of ES at all time. The Supplier shall not access, use or modify (or otherwise process), or permit third parties to access to, use or modify (or otherwise process), any ES Background IPR, except for the sole purpose of performing the Contract.

9.3 Assignment of the Results:

9.3.1 Title to Results shall vest exclusively and immediately upon their creation in ES. In this respect, if the Results include copyright, the Supplier shall transfer and assign to ES, on an exclusive and definitive basis, for the legal duration of the copyright protection and on a worldwide basis, a license for all IPR attached thereto. Such license shall include the rights of reproduction, representation, modification, adaptation, translation and marketing in all forms, in full or part, by any means and on any current or future media.

9.3.2 The Supplier assigns to ES all rights to file patents on inventions or any IPR that it could generate by performing the Contract. For this purpose, the Supplier undertakes to give ES, and if applicable, to have its employees give all necessary authorisations to file any patent whatsoever related to the Results that ES wishes to file.

9.4 IPR Infringement:

9.4.1 The Supplier undertakes not to use a third party's IPR without said third party's prior written permission and warrants that it possesses or holds licences to all IPR necessary for the use of the Deliverables. The Supplier shall exclusively bear the expense of royalties or fees that may be owed for such use.

9.4.2 If any claim for actual or alleged infringement of a third party's IPR is made, the Supplier shall hold harmless and indemnify ES from and against any claim brought in any place whatsoever by a third party founded on the infringement of that third party's IPR by the use and/or exploitation of the Deliverables.

9.4.3 At Supplier's expense (including but not limited to costs, fees, damages, attorney's fees), ES, at its discretion, will either cooperate with or actively assist the Supplier during proceedings or to intervene voluntarily and promptly in proceedings and to manage the legal action.

9.4.4 If ES has to discontinue using all or part of the Deliverables, without prejudice to ES's right to terminate the Contract, the Supplier undertakes to immediately implement one of the following solutions, in any event at its sole expense and at ES's option:

- (i) procure for ES the right to continue using, developing, modifying or maintaining the Deliverables (or any part thereof):

- (ii) modify or replace the Deliverables so that they cease to be infringing provided that if the Supplier modifies or replaces the Deliverables, the modified deliverables must comply with the obligations defined in the Contract and ES shall have the same rights in respect thereof.

- (iii) refund the Price to ES without prejudice to any other rights, indemnification or remedies available to ES and take back any infringing stocks of Deliverables that have already been delivered.

9.5 Use of ES brands: The Supplier commits and shall procure that its representatives and sub-contractors or any company which is directly or indirectly under the control of the Supplier commit, to not register or use, in particular in the frame of the advertising or promotion, any of the IPR of ES or its brand.

Section 10 - WARRANTY

10.1 The Supplier warrants that the Deliverables are compliant with the Specifications, and/or statement of work and to all legal requirements and good industry standards.

10.2 The contractual warranty period is eighteen (18) months as from the Delivery Date. The contractual warranty covers at ES's discretion the free replacement or repair of the Deliverables (parts and labour). The Supplier shall bear all corresponding costs as well as carriage costs (return and reshipping). The Supplier undertakes to replace or repair within seven (7) calendar days as from the notification of the defect. If the Supplier fails to properly replace or repair in due time, ES reserves the right to carry out or have a third party carry out its obligations at the Supplier's expense and risks.

10.3 The Deliverables replaced or repaired under the terms of this Article 10 will be covered by a new warranty period equal to the remaining period of time of the initial warranty period.

10.4 In addition to the conditions mentioned in Section 2, If the Deliverables are a Software or the Supplier is in charge of Software development work, the Supplier warrants that the Software shall work properly and respect the functionalities as per the specifications and/or as expected by ES when the Software was purchased or the Software development was defined. Such warranty shall last for one (1) year after the Software delivery.

10.5 The Supplier remains liable for any loss suffered by ES and/or its customers due to the noncompliant Deliverables.

10.6 The warranty shall not apply to any defects resulting from (1) wear and tear, (2) damage or loss due to an accidental cause, negligence or misconduct of ES or third parties.

Section 11 - DATA PRIVACY

11.1 For the purpose of this Section 11, the definitions used shall have the meaning defined in the the EU Directive 95/46 on the protection of individuals with regard to the processing of Personal data and on the free movement of such data (EU Data Protection Directive); (ii) any laws implementing the EU Data Protection Directive; (iii) European Regulation 2016/679 relating to the processing of Personal data as of its date of application; and (iv) any regulation law or enactment relating to the processing of Personal data applicable during the term of the Contract (the '**Applicable Data Protection Legislation**').

11.2 Each Party shall comply with any Applicable Data Protection Legislation that may apply to the performance of the Contract.

11.3 Except otherwise defined in the Contract, ES shall act as a Data Controller and the Supplier, acting as Data Processor, shall be processing the ES's or ES' customer's Personal Data according to the ES's documented instructions defined in ES's website under the

section Data Privacy and for no other purposes than the one expressly defined and approved by ES. When the Supplier answers to a call for tender (RFQ,RFP, RFI) or in any case of Personal Data may be processed, ES may process some Personal Data owned by the Supplier, in such case, the privacy notice (<https://www.eurovision.net/about/privacy>) shall apply..

- 11.4 By signing the Contract, the Supplier agrees, if necessary, to enter into a Data Processing Agreement which shall be signed at the same time than this Contract or no later than at the beginning of the work/services.
- 11.5 Where Supplier intends to rely on sub-processors for the performance of its obligations, the Supplier shall ensure that persons authorized to carry out processing of ES Personal Data are bound by confidentiality obligations equivalent to those set out in the Contract and that the sub-processors shall respect the Applicable Data Protection Legislation. The Supplier shall remain fully liable to ES for the performance of the sub-processors' obligations.

Section 12 - CYBERSECURITY

- 12.1 The Supplier acknowledges that security is a fundamental concern for ES and that compliance with the ES 's security requirements is an essential and determining condition of the Contract.
- 12.2 In any case, the Supplier shall:
 - (i) detect and remove computer viruses in any Deliverables, viruses or software routines designed to disable, damage, impair or erase the Deliverables; and
 - (ii) ensure that the Deliverables implements at least a set of basic security design and coding rules to prevent simple attacks from hackers; and
 - (iii) make annual vulnerability threat assessments during product and services lifecycle; and
 - (iv) provide regular security updates during Deliverable' s lifecycle; and
 - (v) use malware detection tools for the exchanges between the Parties or with a third party; and
 - (vi) ensure that it has adequate security, business continuity and disaster recovery procedures in place to cope with the risk of major operational disruptions.

Section 13 - CONFIDENTIALITY

- 13.1 The Supplier undertakes to maintain confidentiality with regard to any information such as but not limited to technical or commercial information, information related to an event around which the Deliverables are being supplied and delivered, data, including as well all relevant documents, communicated by ES in the frame of their business relationship and not to use any out of the strict frame of the supply and delivery of the Deliverables, nor disclosed any to third parties.
- 13.2 If the Supplier's representatives and/or subcontractors need to have access to such information, the Supplier shall procure the same undertaking from its representatives and/or subcontractors. The confidentiality obligation shall remain valid and applicable beyond supply and delivery of the Deliverables and shall survive termination or expiry of the Contract for a five (5) year period after.
- 13.3 The Supplier may disclose information which would otherwise be confidential if and to the extent that:
 - the information has come into the public domain, otherwise than through a breach of this condition by the Supplier; or
 - it is required by any regulatory or governmental body to which it is

subject.

Section 14 - TRADE COMPLIANCE

- 14.1 "Trade Control Laws" shall means any applicable trade or economic sanctions or embargoes, Prohibited Party Lists, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of Switzerland, the European Union, the United States of America, and other government laws applicable to a Party to the Agreement.
- 14.2 "Prohibited Party Lists" shall refer to any applicable list of prohibited, blocked, denied, restricted, embargoed, or sanctioned party, as may be in force and amended from time to time, including but not limited to the lists maintained by the Swiss Government (e.g. State Secretariat for Economic Affairs), the government of the United States of America (e.g., the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the European Union (e.g., the Consolidated list of persons, groups and entities subject to EU financial sanctions).
- 14.3 Both party shall be strictly compliant with Trade Control Laws and shall be entitled to suspend and/or terminate the Contract with immediate effect in case the Deliverables are subject to any restrictions by such Trade Control Laws. In case, any export control certificate is needed for the delivery of the Deliverables, the Supplier undertakes at no cost to ES to sign without delay any certificate and/or document, and/or to obtain all necessary authorization, certificate, and/or document required by such relevant authorities and ES shall have no liability in case of delay to obtain or rejection, suspension, revocation, or non-renewal by any authority of said export licenses.
- 14.4 In addition, if the financial institutions of Eurovision refuse to send the payment to the Supplier or to its financial institutions due to a stricter application of the Trade Control Laws and/or their internal due diligence processes, Eurovision shall be entitled to suspend or terminate the Contract and the Supplier shall be solely responsible to find an alternate solution for the payment which shall in no event put ES in danger of being considered as in breach of the Trade Control Laws or in breach of its contractual obligations with its financial institutions.
- 14.5 In case the Supplier become aware of any change in its situation related to the Trade Control Laws, it is responsible to, and shall, notify Eurovision immediately.
- 14.6 The Supplier shall indemnify, defend and hold Eurovision (and its parent company and/or affiliated companies) and third parties harmless from any liability arising from the Supplier's breach of this Section.

Section 15 - LIABILITY

- 15.1 Except for infringement or misappropriation of IPR, for breaches representations and warranties, confidentiality - non-disclosure, non-compliance with laws (including data privacy laws or export control law or anticorruption law) and without limiting indemnification rights under the Contract, (a) neither party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages; and (b) neither party's liability arising out of the Contract will exceed the amount actually paid or payable to the Supplier under the Contract.
- 15.2 The Supplier remains liable for all corporal, material or immaterial

damages caused to ES or any third party that are attributable to it or to its agents, employees, subcontractors, suppliers or service providers.

- 15.3 The Supplier shall indemnify, defend and hold ES, its affiliated entities (including parent company) and its customers harmless against any and all claims, liabilities, losses, damages, settlements, costs and expenses (including attorneys' fees) made against or sustained by ES arising from or relating to Supplier's breach of any of its obligations under the Contract or by its employees, agents or subcontractors while at Eurovision Services' premises and/or Eurovision Services' customers' premises for any reason whatsoever.

Section 16 - SERVICE LEVEL

If the Parties have defined a Service Level agreement, such remedies shall not be exclusive or in lieu of any and all other claims or rights for compensation or damages, whether under a contract or otherwise, on account of delay and any consequence thereof.

Section 17 - FORCE MAJEURE

- 17.1 **"Force Majeure"** means beyond reasonable control such as but not limited to act or omission, war (declared or not), embargo, hostilities, riots, civil commotion, sabotage, terrorism, natural disasters, fire, explosion, epidemics, quarantine restrictions, disturbance in supplies from energy or normally reliable sources (e.g. electricity, telecommunication, internet, water, fuel and the like), stoppage of manufacture or shortage of supplies or raw materials, strike and/ or industrial conflict, lockout or labor disputes, any governmental decision (including export license or any like authorization). Social conflicts (apart from general strikes) and increases in the prices of raw materials shall not be deemed to constitute Force Majeure events.
- 17.2 Neither Party shall be liable for any delay or non-performance of its contractual obligations resulting from an event of Force Majeure.
- 17.3 Each Party shall use its best efforts to remove the Force Majeure event as quickly as possible. In the event all or part of the Deliverables are delayed due to Force Majeure for a period exceeding thirty (30) calendar days, ES shall be entitled to suspend or terminate the Contract by sending a written notice by email or registered letter with immediate effect. In the event of suspension or termination, ES shall have no obligation to pay any Deliverables not already delivered and the Supplier shall reimburse within thirty (30) calendar days ES for any part of the Deliverables not already delivered but paid by ES.

Section 18 - TERM OF CONTRACT

The term of the Contract shall be until ES has received all the Deliverables, or as agreed in the Contract. In no case, the Contract shall be automatically renewed without the express consent of both Parties and in case a document signed between the parties contradicts this provision, it shall be considered as null and void and ES may immediately terminate the Contract as per article 19.1.

Section 19 - TERMINATION AND EXPIRATION

- 19.1 Termination for convenience: Without prejudice to any other rights ES may have under the Contract, ES may terminate all or part of the said Contract for any reason at any time within thirty (30) calendar days of receipt of a written notice.
- 19.2 Termination for default: Without prejudice to any damages it may be entitled to claim, each Party may terminate, all or part of said Contract, in the event the other Party fails to remedy a material breach within fifteen (15) calendar days of receipt of a written notice.

In case of termination for default of the Supplier, the latter shall (i) refund ES with any payment carried out by ES for the Deliverables if such Deliverables or any parts thereof are of no use after termination and (ii) reimburse any expense incurred by ES in order to find an alternative service provider, including but not limited to any amount in excess of the Fees.

- 19.3 Termination without default: Either Party may also terminate the Contract immediately upon written notice if the other Party (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) executes an assignment for the benefit of creditors; (iv) is adjudicated as bankrupt or insolvent or a receiver or trustee is appointed for that Party; or (v) the other Party terminates its existence or ceases to do business.
- 19.4 At expiration or termination of the Contract for any reason, the Supplier shall at its cost forthwith return all ES' confidential information and property and ES may enter into any premises to recover such items at the Supplier's cost.
- 19.5 Transition Assistance
- 19.5.1 Upon the expiration or termination of the Contract, the parties acknowledge and agree that, the smooth, efficient, and secure transition to another provider or to ES without interruption or adverse impact on ES and/or users operations is a critical objective of the parties and a material obligation of the Supplier under the Contract. All obligations of the Supplier under the Contract shall be construed consistent with this objective.
- 19.5.2 If the Contract is not renewed or is terminated prior its expiration, for any reason, the Supplier must provide at no costs to ES for up to six (6) months after its expiration or termination, reasonable assistance requested by ES, and to facilitate the orderly transfer of such Deliverables, in whole or in part, to ES or to another provider.
- 19.5.3 The transition assistance may include: a) developing a plan for the orderly transition of the terminated Deliverables from Supplier to ES or to another provider; b) if required, transferring ES's and/or users' data to ES or another provider; c) make available to ES, pursuant to mutually agreeable terms and conditions, any third party services then being used by the Supplier in connection with the Deliverables; and d) such other activities upon which the parties may agree.
- 19.5.4 Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract (notwithstanding the expiration or termination).
- 19.6 Given the respective rights and obligations of the parties under the Contract, the Supplier accepts the risk of change in circumstances which may have been unforeseeable at the time it accepted the Contract and shall fully assume the consequences thereof. The Supplier hereby waives any right it may have to terminate or renegotiate the Contract on such grounds.

Section 20 - ANTICORRUPTION

- 20.1 The parties shall always act in accordance with the national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling.
- 20.2 Whether directly or through third parties, the parties shall not solicit and accept, nor offer or promise any gift or advantage to a person, directly or indirectly, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision.

- 20.3 Any violation by the parties of any provision of this Section shall be deemed a material breach of its contractual obligations.

Section 21 - INSURANCE

- 21.1 The Supplier shall insure the Deliverables until the risks are transferred to ES.
- 21.2 The Supplier shall maintain insurance policies with a reputable insurance company in respect of liability in damages arising from any negligent act, omission or default on the part of the Supplier and any of its representatives and/or subcontractors in the performance of its obligations in respect of any claim arising out of a single incident and shall provide reasonable evidence of its compliance with this obligation when requested by ES to do so.
- 21.3 Where the Supplier send its employees, agents or consultants to Eurovision Services' and/or Eurovision Services' customers' premises in connection with this Contract then, notwithstanding any technical supervision exercised by ES or any instructions issued by ES, such employees, agents or consultants shall remain the Supplier's employees, agents or consultants alone and the Supplier shall maintain in force and effect the relevant third party liability insurance and professional liability coverage with respect to such employees, agents or consultants' actions and/or omissions, including any accident coverage.

Section 22 - APPLICABLE LAW AND JURISDICTION

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to the conflict of law rules.
- 22.2 Any dispute or claim that may arise out of or in connection with the Contract shall be first referred to proceedings under the ICC mediation rules arbitration. If the dispute has not been settled pursuant to the said rules within sixty (60) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the rules of arbitration of the ICC by one or several arbitrator(s) appointed in accordance with the said Rules of Arbitration. The place of Arbitration shall Geneva, Switzerland.
- 22.3 In addition to the authority conferred upon the arbitral tribunal by the ICC's Rules of Arbitration, the arbitral tribunal shall have the authority to order production of documents in accordance with the International Bar Association (IBA) rules on the Taking of Evidence in International Arbitration.
- 22.4 The arbitral proceedings shall be conducted in the English language, its conclusions shall be final and binding. The arbitration award will be in writing and will specify the factual and legal basis for the award.
- 22.5 Either party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of

that party pending the appointment of the arbitrator(s).

Section 23 - RELATIONSHIP BETWEEN THE PARTIES

The relationship between the parties created under the Contract is that of independent contractors. In respect thereof, the parties are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no relationship other than as independent contracting parties, and neither party shall have the power to bind or obligate the other party in any manner.

Section 24 - ASSIGNMENT AND SUBCONTRACTING

- 24.1 The Supplier shall not assign or transfer its contractual obligations or rights, in whole or in part, to any substituted third party without ES's prior written consent.
- 24.2 The Supplier expressly agrees that ES is free to assign or transfer to a third party, without any restriction, its rights and obligations under the Contract and that such assignment or transfer discharges ES for the future.
- 24.3 If the Supplier sub-contracts any of its responsibilities, it will obtain ES's prior written approval and be responsible for the subcontractor's performance in accordance with the Contract and hold harmless and indemnify ES for any breach of the subcontractor.

Section 25 - SEVERABILITY

If any of the terms and conditions are at any time held to be invalid or unenforceable, such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the terms and conditions which shall remain in full force and effect.

Section 26 - SURVIVAL

It is expressly understood and agreed by the parties that all provisions in these T&Cs that by nature shall survive the expiration or termination of the Contract shall indeed survive such expiration or termination for any reason (such as this Section "Survival" and the Sections "Fees", "Liability", "Export Control", "Confidential Information", "Data Privacy", "Intellectual Property Rights", "Applicable law and Jurisdiction", "Anticorruption"; "No Waiver").

Section 27 - NO WAIVER

The failure of either party to insist upon the performance by the other party of any of the terms or to exercise any right under the Contract, shall not be construed to be a waiver of the future performance of any such term.

Section 28 - NOTICE

Notices and communications shall be deemed received if addressed in writing by e-mail, or by registered mail to the recipient party to the attention and at the address stated in page 1 (one) of this T&Cs or to such other substitute person as per the Contract. ♦