

EUROPEAN BROADCASTING UNION

Standard Terms and Conditions of Purchase

1. DEFINITIONS

"**Contract**" means the legally binding contract between the European Broadcasting Union and the Supplier which incorporates an Order, these Terms and Conditions and other documents as agreed in writing between the Supplier and the European Broadcasting Union.

"**Deliverable(s)**" means any or all deliverables (including Services and Products) in whole or in part supplied or delivered under the Contract.

"**European Broadcasting Union**" or "EBU" means European Broadcasting Union with its registered address at L'Ancienne-Route 17A, 1218 Grand-Saconnex, Geneva, Switzerland.

"**Event(s)**" means any or all of the event(s) (including but not limited to sports, news) around which the Deliverables will be supplied and/or delivered.

"**Order**" means EBU's written instructions to supply and deliver the Deliverables, such as but not limited to a purchase order, request for proposal or information to tender, including any relevant annex such as but not limited to the Specification, Testing Procedures and these Terms and Conditions.

"**Price**" means the total and aggregate price agreed for the supply and delivery to EBU of the Deliverables as specified in the Order.

"**Product(s)**" means any equipment, product and/or Programs agreed to be supplied and delivered to EBU by the Supplier under the Contract and as specified in the Order.

"**Program(s)**" means any item referred to as programs or software in the Order (including any associated documentation which may be supplied with them).

"**Service(s)**" means all work to be supplied and delivered by the Supplier to EBU under the Contract and as specified in the Order, in accordance with the Specifications.

"**Specification**" means instructions, requirements, timetable, the technical description of the Deliverables to be supplied and delivered by the Supplier, as specified by EBU and as may be amended by EBU from time to time.

"**Supplier**" means the party supplying and delivering EBU with the Deliverables.

"**Terms and Conditions**" means the standard terms and conditions of purchase as set out herein.

"**Testing Procedures**" means the test procedures for acceptance of the Deliverables.

2. SCOPE

- 2.1 The Terms and Conditions apply to all EBU purchases of Deliverables.
- 2.2 The Terms and Conditions shall govern the relationship between the parties to the entire exclusion of all other terms and conditions.
- 2.3 The Terms and Conditions shall prevail over any inconsistent terms or conditions contained in or referred to in any documentation provided by the Supplier. The Supplier waives any right it otherwise might have to rely on the terms or conditions delivered with or contained in the Supplier's proposal.
- 2.4 The Contract and all related transactions may involve and inure to the benefit of third parties in addition to EBU including without limitation, its affiliated entities (including parent company), as well as their respective members, clients, subcontractors and any entity they expect or intend to use, consume or resell the Deliverables, each and all of which are entitled to the rights, remedies and benefits of the Contract ("Related Entities"). The Contract shall be deemed to have been accepted by the Supplier upon receipt by EBU of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following:

(i) shipment of the Products or any portion thereof, (ii) commencement of any work on site or (iii) performance of any Service(s) hereunder. To the extent Supplier's terms and conditions are supplied with the Deliverables or where

EBU and/or EBU'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 the Order and/or the Contract.

3. OBLIGATIONS OF SUPPLIER

3.1 The Supplier shall:

3.1.1 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; the Supplier's employees, agents, sub-contractors, partners, consultants or freelance workers, assigned to perform the Services and deliver the Products have the proper skills, training and background necessary to accomplish their assigned tasks in relation to the performance of the Contract.

3.1.2 ensure that the Deliverables supplied and delivered to EBU are fit for the purpose made known to the Supplier and provide the functionalities set out in the Contract; the Supplier shall ensure that any operating manuals supplied provide adequate instructions to enable EBU to make proper use of such functionalities. The Deliverables (i) shall correspond, operate and comply with the Contract, (ii) be free from faults and (iii) be delivered in a timely manner in accordance with all delivery dates and delivery place(s) set out in the Order; 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 EBU or EBU end-user(s) (as applicable).

3.1.3 be responsible for the performance of its obligations under the Contract whether supplied and delivered directly by the Supplier or any of its representatives and/or subcontractors. Furthermore, the Supplier shall comply with any and all applicable laws.

3.1.4 not infringe any intellectual property rights of any third party while supplying and delivering the Deliverables and during the term EBU be using the Deliverables.

3.1.5 insure the Deliverables until the risks are transferred to EBU as per the provisions of clause 4.3; during the term of the Contract, 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 the Contract in respect of any claim arising out of a single incident.

3.1.6 obtain all necessary export licenses and authorisations and solely borne all fees and costs associated with export customs formalities.

3.1.7 detect and remove computer viruses in any Programs and that the Programs as delivered do not contain any computer viruses or software routines designed to disable, damage, impair or erase the Programs.

3.1.8 be responsible for the safety of all documentation and materials deposited with him by EBU in connection with the Contract and shall be liable for any loss of or damage to such documentation and materials whilst they are in his custody. Such materials and documentation shall at all times be and remain the exclusive property of EBU and shall not be used otherwise than as authorized by EBU.

3.1.9 ensure that EBU is regularly informed about the progress of the supply and delivery of the Deliverables.

3.1.10 provide the assistance as might be generally and reasonably required for the supply and delivery of the Deliverables.

3.1.11 Supplier warrants and undertakes that the person

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and/or the team responsible to EBU and in charge of the performance of the Work is competent and able to perform the Work ("Project Manager"). Supplier shall secure that this Project Manager complies with all terms and conditions set forth herein, as appropriate. In doing so, Supplier will ensure that this Project Manager does not act in any manner to the detriment of EBU or its business. Supplier shall not act in any manner which may damage the reputation of EBU. The name and qualifications of the appointed Project Manager shall be notified in writing to EBU. Any change of identity of such person and/or the team during the Implementation Plan shall be agreed in advance and in writing by EBU. In the event EBU disagrees to such change of identity, EBU shall be entitled to terminate this Contract, in whole or in part, with immediate effect without incurring any liabilities to Supplier;

3.2 The Supplier shall indemnify, defend and hold EBU, 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 EBU arising from or relating to Supplier's breach of any of its obligations under the Contract.

4. DELIVERY, TITLE AND RISKS

4.1 The time stipulated in the Order for supply and delivery of the Deliverables shall be of the essence.

4.2 The Supplier shall deliver and make ready for use the Deliverables in accordance with the delivery date(s) and delivery place(s) set out in the Order.

4.3 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.

4.4 For Deliverables delivered in instalments, the Order shall be construed as a single contract in respect of each instalment. However, where EBU has the right to reject any particular instalment, it may at its option reject the entire Order or the instalment.

5. PROGRAMS

5.1 Where the Deliverables include Programs, which shall include all or any embedded software, and/or where and to the extent that any intellectual property rights subsist in the Deliverables, then, subject always to the provisions of clause 10.2, the Supplier hereby grants EBU an irrevocable, perpetual, non-exclusive licence, with authority to sell or grant sub-licences directly or indirectly to EBU' end user, to use and/or to permit third parties to use each copy of such Programs and to make such other copies as are necessary to support such licensed use.

5.2 Where the Deliverables are created or modified for EBU, the Supplier hereby grants EBU a licence in the terms of the provisions of clause 5.1 (save that such licence shall be exclusive) for the period commencing immediately upon their creation or modification until such time as all intellectual property rights are fully and completely vested in EBU pursuant to the provisions of clause 10.2.

6. INSPECTION, ACCEPTANCE / REJECTION

6.1 Prior to delivery of the Deliverables to EBU, EBU shall be entitled to inspect and test the Deliverables. In the event the results of the testing of the Deliverables causes EBU to be of the opinion that the Deliverables do not conform with the Contract, EBU shall inform the Supplier and the Supplier shall immediately at his own expense take such action as is necessary to ensure conformity. Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Deliverables and any such inspection or testing shall not affect the Supplier's obligations under the Contract.

6.2 On completion of delivery of the Deliverables, EBU reserves the right to conduct the Testing Procedures.

6.3 Notwithstanding the testing and without prejudice to any other rights or remedies that EBU may have under the Contract or at law, EBU shall be entitled at any time to require the Supplier to remedy any fault(s) in the deadlines specified by EBU using its best efforts.

6.4 In the event the Deliverables delivered are not recorded as successful following completion of the Testing Procedures, EBU shall, without prejudice to any other rights or remedies that EBU may have under the Contract or at law, be entitled to:

6.4.1 extend the acceptance test period for a period determined by EBU during which the Supplier shall at its sole costs and expenses correct the fault(s) which laid to the unsuccessful delivery; and/or

6.4.2 provide acceptance of such part(s) of the Deliverables that are successfully delivered and, at its sole discretion, decide to pay a prorated fee for the delivery of such part(s) of the Deliverables; and/or

6.4.3 reject the Deliverables and terminate the Contract at any time with immediate effect without any liabilities whatsoever.

6.5 In the event EBU extends the acceptance test period pursuant to the provisions of clause 6.4.1 and that the Deliverables delivered are not recorded as successful following completion of the repeat Testing Procedures, EBU shall, without prejudice to any other rights or remedies that EBU may have under the Contract or at law, be entitled to:

6.5.1 extend the acceptance test period for a period determined by EBU during which the Supplier shall at its sole costs and expenses correct the fault(s) which laid to the unsuccessful delivery; and/or

6.5.2 provide acceptance of such part(s) of the Deliverables that are successfully delivered and, at its sole discretion, decide to pay a prorated fee for the delivery of such part(s) of the Deliverables; and/or

6.5.3 reject the Deliverables and terminate the Contract at any time with immediate effect without any liabilities whatsoever.

6.6 Without prejudice to any other rights or remedies that EBU may have under the Contract or at law, any moneys or expenses incurred by EBU while proceeding to the Testing Procedures leading to the unsuccessful delivery of the Deliverables shall be paid by the Supplier. Any Price already paid by EBU to the Supplier the unsuccessful delivery of the Deliverables shall be refunded within 15 (fifteen) calendar days following EBU's written notification to do so.

7. DELAYS

7.1 The Supplier shall inform EBU immediately of any circumstances likely to jeopardise the timely performance of the Contract.

7.2 In the event the Supplier fails to supply and deliver the Deliverables by the delivery date at the delivery place, the Supplier shall pay EBU a penalty amounting to 10% of the Price for every day of delay for any loss or damages sustained by EBU resulting from the delay unless otherwise agreed in writing in the Contract. In addition, in the event the Supplier fails to deliver the Product and/or Services on the delivery date, EBU shall, without prejudice to any other rights or remedies that EBU may have under the Contract or at law, be entitled to terminate the Contract and/or the Order in whole or in part at any time with immediate effect without any liabilities whatsoever.

7.3 The Supplier acknowledges and agrees that:

7.3.1 the amount of the penalty is fair and reasonable and represents a fair pre-estimate of any resulting loss or expense of EBU.

7.3.2 the payment of the penalty shall not relieve the Supplier from its obligations to supply and deliver the Deliverables or from any other liability obligation under the Contract.

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7.3.3 EBU shall be entitled to deduct any amount of penalty from any amount due and payable to the Supplier.

8. PRICE AND PAYMENT

- 8.1 The Price is set out in the Order and not subject to variation. The Price 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 EBU pursuant to the Contract, 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. The Supplier shall have no claim for any further or additional payment in respect of any form of use and exploitation of the Deliverables.
- 8.2 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 necessary for the provision of the Deliverables, including those required under any export regulations.
- 8.3 The payment plan of the Price is set out in the Order.
- 8.4 The payment of any sum by EBU shall in no circumstance imply acceptance of any Deliverables and shall be without prejudice to any rights or remedies that EBU may have under the Contract or at law.
- 8.5 The Price shall be paid by EBU within 30 (thirty) calendar days of receipt of the invoice or after the delivery of the Deliverables whichever is the latest, unless otherwise specified in the Order.
- 8.6 Any invoice or part thereof disputed by EBU will be notified to the Supplier and state the reasons for withholding the payment.
- 8.7 The Supplier waives its right to set-off any amount owed to EBU with any amount due by the latter to the Supplier.

9. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

- 9.1 The Supplier represents and warrants that:

9.1.1 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 for use in accordance with the terms and conditions set out in the Contract during the term of the Contract.

9.1.2 the Deliverables supplied and delivered are (i) in a new and unused condition and (ii) fit for any purpose made known to the Supplier whether expressly or by implication and free from all faults.

9.1.3 the provision of the Deliverables and EBU's use of the Deliverables shall not infringe any intellectual property rights of any third party. Supplier represents and warrants that where signals, audio and/or audiovisual images of the Event(s) produced or recorded by Supplier (forming or not part of the Deliverables), such content/material shall be the exclusive property of EBU and/or its designee(s); EBU and/or its designee(s) shall have all rights under copyright law or otherwise relating thereto. No use of the audio or audiovisual images or the signal or parts thereof by any third party shall be permitted unless the prior written consent of EBU has been obtained. Furthermore, Supplier agrees that should any right, titles or interests with regard to the performance of the Deliverables become vested in it (by operation of law or otherwise), it shall unconditionally and irrevocably assign, free of charge, all such right, title or interest to EBU and/or its designee(s) and execute any documents necessary in connection therewith. The Supplier shall procure that all Supplier's personnel or third party involved in the supply and delivery of the Deliverables waived such right, title or interest absolutely and irrevocably prior to supplying and delivering the Deliverables.

9.1.4 it shall keep accurate records and books of accounting showing all charges and related expenses incurred in the performance of its obligations under the Contract. Such

records shall be maintained in conformance with generally accepted accounting principles and procedures. EBU shall have the right to inspect such records and perform an audit for 7 (seven) years from termination or expiry of the Contract, on the Supplier's premises during business hours or to assign the performance of such an audit to third parties.

9.1.5 payment, inspection, testing or acceptance of any Deliverables by EBU shall not relieve the Supplier of any of its obligations under the Contract, nor shall it constitute acceptance or approval of any Deliverables or constitute or operate as a waiver of any fault(s), non-conformity or any rights or remedies available under the Contract or at law.

9.1.6 it shall be responsible for contracting all employees, agents, subcontractors, consultants or freelance workers and procuring all equipment and facilities necessary for the performance of its obligations under this Contract and be solely responsible for all of the aforementioned personnel engaged in performing the work with respect to all matters and obligations relating to the employment, including tax, health and safety, insurance and immigration.

9.1.7 it shall secure that any employees, agents, subcontractors, consultants or freelance workers have executed the necessary relevant assignment of any intellectual property rights to the fullest possible extent to EBU in order to secure its compliance with the provisions of clause 5.2 and clause 10.2. The scope of involvement of such external subcontractors, consultants or freelance workers shall be specifically detailed in their respective contract.

9.1.9 Security and Data Privacy

Supplier represents and warrants that:

(i) Taking into account the state of the art, the costs of implementation and the nature, scope, context, purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Supplier shall take all applicable security measures and shall implement appropriate technical and organisational security measures to ensure a level of Data security proportional to the risks inherent in the Data processing for the individuals' rights. In assessing the appropriate level of security, Supplier shall take account in particular of the risks that are presented by processing, in particular from a Data breach;

(ii) Supplier shall implement regular testing of the effectiveness of any security measures;

(iii) Supplier shall be responsible for establishing and maintaining a Data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to : (a) ensure the security and confidentiality of Data collected, used, processed, stored, or generated as the use of the Deliverables including PII as hereinafter defined ("Data"); (b) protect against any anticipated threats or hazards to the security or integrity of Data processed; (c) protect against unauthorised disclosure, access to or use of Data processed; (d) ensure the proper disposal of Data; and (e) ensure that employees, agents and subcontractors of Supplier, if any, comply with all of the foregoing. In no case shall the safeguards of Supplier's Data privacy and information security program be less stringent than the safeguards used by EBU as necessary to comply with Privacy Laws. EBU shall have the right to audit and/or review Supplier's Data privacy and information security program from time to time during the term of the Contract and the Supplier shall cooperate and provide all requested information and documents within the deadlines required by EBU. For all matters and in all cases, Data processed on behalf of EBU shall be deemed Confidential Information.

(iv) Supplier shall adhere to the standards of the code of practice for information security management. Supplier shall also apply the information protection and security management practices required by international information security standard when applicable and reasonable for the type of Deliverables to be supplied and delivered.

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(v) Supplier shall ensure that it has adequate security, business continuity and disaster recovery procedures in place to cope with the risk of major operational disruptions.

(vi) Any personally identifiable information (e.g. name, address, age, email address, logins, passwords, credit/debit card information, bank account information, IP address, etc.) as further defined in Privacy Laws ("PII") collected by Supplier in the course of performing the Services, or contained in any part of the Service provided to EBU will be collected, secured and maintained in accordance with any applicable privacy laws governing the collection, use and storage of such personally identifiable information. Supplier shall at all times perform its obligations under this Contract in such a manner as not to cause EBU to be in violation of the Privacy Laws.

(vii) Data processed on behalf of EBU shall be located and related services shall be provided solely from within Europe and on computing and Data storage devices residing therein. Should some Data be located or transferred outside Europe and/or Data related services be provided outside Europe, the prior written consent of EBU shall be required. Notwithstanding the prior written consent of EBU, Supplier represents and warrants that transfer of Data to a third country shall be made only if Supplier has provided appropriate safeguards and on condition that Data subjects have enforceable rights in that country with respect to the Data processed under the Contract.

(viii) Supplier shall, within one business day of EBU's request, provide EBU, without charge or without any conditions or contingencies, an extract of the Data in the format specified by EBU.

(ix) As part of the Deliverables, Supplier is responsible for maintaining a backup of Data and for an orderly and timely recovery of such Data in the event that the Deliverables may be interrupted. Supplier shall maintain a backup that can be recovered within 2 (two) hours at any point of time.

(x) In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality or integrity of Data, Supplier shall (a) notify EBU as soon as practicable but no later than 24 (twenty-four) hours of becoming aware of such occurrence (b) cooperate with EBU in investigating the occurrence (c) in case of PII, at EBU's sole discretion: notify the affected individuals as soon as practicable but no later than is required to comply with applicable laws or 72 hours of the occurrence whichever is earlier; or reimburse EBU for any costs in notifying the individuals (d) perform any tasks or actions required to comply with applicable laws as a result of the occurrence (e) be responsible for recreating lost Data in the manner and on the schedule set by EBU without charge to EBU, and (f) provide to EBU a detailed plan within the deadline specified by EBU describing the measures Supplier will undertake to prevent a future occurrence.

9.1.10 Supplier shall comply with all export and import laws and rules applicable to the Products or the Services, including but not limited to rules of the Swiss Confederation (e.g. Embargo Act), European Union and the United States of America. In case EBU is obliged to obtain an export and/or import permit as per statutory law, the effectiveness of the Contract shall be subject to the condition precedent of the granting of an export and/or import permit. Supplier shall be responsible to obtain the necessary export and/or import permits. Supplier shall furthermore immediately upon EBU request provide EBU with all information and documentation necessary for obtaining permits or for compliance with other export and import rules.

9.1.11 Supplier shall comply with all applicable laws and shall not do anything which would cause EBU to be in violation of any applicable laws. If requested by EBU, the Supplier agrees to provide written assurances and sign documents as may be required by EBU to comply with applicable laws.

9.2 The Supplier undertakes that:

9.2.1 in the case of Products, Products are in breach of

warranty or provisions of this Contract then, at EBU's option, (i) the Supplier will promptly repair or, at EBU's option, replace, the Products so as to remedy the matter constituting the breach without cost (including transportation costs) to EBU; or (ii) the Supplier will accept rejection and return of the Products by EBU, whether or not any of the Products have been accepted, and the Supplier shall immediately upon receipt return any payments made by EBU in respect of those Products. From the avoidance of doubt, risk and title in rejected Products shall immediately on rejection revert to the Supplier.

9.2.2 in the case of Service(s), Service(s) are in breach of warranty or the provisions of this Contract, the Supplier shall promptly re-perform the Service(s) at no cost to EBU. Where the Supplier fails to provide such remedy, EBU may remedy or have remedied the matter constituting the breach at the cost of the Supplier.

9.2.3 in any case, the Deliverables are in breach of warranty or otherwise in breach of this Contract, EBU may, at its option, terminate the Contract in whole or in part, at no cost for EBU and without any liabilities with immediate effect.

9.3 Without prejudice to EBU's rights under the provisions of clause 9.2, the Products and/or the Service(s) develop any persistent defects, failures or non-conformities, the Supplier will, on EBU's request, review such defects, failures or non-conformities with EBU and indicate steps or recommendations which in the Supplier's reasonable judgement would remedy the same. Within the deadline specified by EBU, the Supplier shall at its own cost remedy the defects, failures and non-conformities. Where the Supplier fails to provide such remedy, EBU may remedy or have remedied the failure, defect or non-conformity at the Supplier's cost.

9.4 The Supplier shall indemnify, defend and hold EBU, its affiliated entities (including parent company) and its customers, including their employees, officers, directors, representatives, agents, affiliates and/or financial institution (together Indemnitees) harmless against any and all claims, liabilities, losses, damages, settlements, fines, costs and expenses (including attorneys' fees) arising from or relating to any representations, undertakings or warranties made by the Supplier under the Contract. Supplier will not enter into settlement agreement that affects any of the Indemnitees without EBU's prior written consent. Supplier may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

9.5 EBU's rights and remedies under the provisions of section 9 are in addition to the other rights and remedies under this Contract or at law.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The Supplier commits and shall procure that its representatives and subcontractors 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 of the Deliverables it supplies and delivers to third parties in any way EBU's or EBU's Supplier company name or the intellectual property rights directly or indirectly related thereto, including but not limited to in particular the words "EUROVISION" and related logos, unless otherwise expressly agreed in writing by EBU.

10.2 The Supplier agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies, signals, audio and audiovisual images of the Event(s) around which Deliverables are supplied and delivered, and other work products generated or developed in the course of work performed under the Contract by the Supplier and any intellectual property and other proprietary rights therein or thereto shall vest in EBU and/or its designee(s). The Supplier assigns or shall cause to be assigned to EBU and/or its designee(s) all rights, titles and interests to any and all such items and rights and to do everything necessary to perfect such rights and to protect EBU's and/or its designee(s)' interests therein.

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10.3 Without prejudice to any other rights or remedies that EBU may have under the Contract or at law, the Supplier shall indemnify in full, and shall cause its representatives and/or subcontractors to indemnify in full, and to hold EBU and/or its Indemnitees harmless from and against all liabilities, claims, suits, losses (including loss of profits, loss of business, depletion or goodwill and similar losses whether of a direct, indirect or consequential nature), damages, costs and expenses (including reasonable attorney's fees), arising from or relating to a third party's claim arguing that the Deliverables constitute infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party. Without prejudice to any other right or remedy that EBU may have under the Contract or at law, the Supplier shall procure the right for EBU to continue to use the Deliverables at no extra costs to EBU and agrees that it will indemnify, and shall cause its representatives and/or subcontractors to indemnify in full, and to hold EBU, its affiliated companies (including parent company), and Suppliers harmless from and against all liabilities, including without limitation product liabilities, claims, loss of profits, damages, costs and expenses (including attorney's fees), arising from or related to the Supplier's and its representatives and/or subcontractors' failure to comply with any of its obligations under the Contract.

11. CONFIDENTIALITY - NON-DISCLOSURE

11.1 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 EBU 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. 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.

11.2 The Supplier may disclose information which would otherwise be confidential if and to the extent that:

11.2.1 the information has come into the public domain, otherwise than through a breach of this condition by the Supplier; or

11.2.2 it is required by any regulatory or governmental body to which it is subject.

11.3 The Supplier shall not disclose the existence or the terms and conditions of the Contract, without the prior written agreement of EBU.

11.4 No public statement, disclosure or publicity or association of any kind relating to the end-user or to the Event(s) around or during which the Deliverables are being supplied and delivered by the Supplier may be released or published by the Supplier, whether directly or indirectly.

12. LIMITED LIABILITY

12.1 Except for infringement or misappropriation of intellectual property rights, for breaches of sections 9 (representations and warranties) and 11 (confidentiality - non-disclosure), non-compliance with laws (including GDPR and privacy laws) 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 supplier under the contract.

12.2 Each party hereby expressly acknowledges and agrees that the provisions of the indemnification and liability section are essential elements of the basis of the agreement between the parties and in the absence of such provisions, the material and economic terms of the Contract would be substantially

different.

13. TERM, SUSPENSION AND TERMINATION

13.1 The term is set out in the Order unless terminated earlier in accordance with the provisions of the Contract. Notwithstanding the foregoing and the provisions in the Contract, EBU reserves the right to terminate the Contract and/or the Order in whole or in part at any time without cause and liability to the Supplier by giving a one month' prior written notice to the Supplier.

13.2 Without prejudice to any other rights or remedies that EBU may have under the Contract or at law, EBU shall be entitled at any time to suspend or terminate with immediate effect the Contract and/or the Order in whole or in part upon written notice to the Supplier without any liabilities in the event that:

13.2.1 the Supplier fails to comply with any of its obligations under the Contract and fails to cure such breach within the deadline specified by EBU;

13.2.2 the Supplier enters into or there is a risk that the Supplier may enter into liquidation or enters into any arrangement or composition with its creditors or any of them, or has a receiver or administrator appointed over all or part of its property or assets;

13.2.3 there is a force majeure event in accordance with the provisions of section 15;

13.2.4 there is a change in control or ownership of the Supplier (whether direct or indirect and whether by purchase, lease, merger, consolidation or otherwise);

13.2.5 the Deliverables shall be supplied and delivered around and/or during an Event and such Event is cancelled in part or in its entirety or is staged at another venue or if there are changes attributable to the content owner and/or Event rights owner, organizer and/or their agent which affect the any part of the Deliverables;

13.2.6 where foreseen in the Contract.

13.3 All provisions which by their nature should survive termination or expiry shall survive termination, in particular but not limited to the provisions of section 2, 4, 8, 9, 10, 11, 12, 13, 14, 16, 18, 20 and 21.

14. CONSEQUENCES OF SUSPENSION OR TERMINATION

14.1 Without prejudice to any other rights or remedies that EBU may have under the Contract or at law, in the event EBU suspends the Contract and/or the Order in accordance with the provisions of the Contract or any other condition set out in the Contract, EBU shall be entitled to suspend any payment to be carried out to the Supplier without any liabilities to the Supplier.

14.2 Without prejudice to any other rights or remedies that EBU may have under the Contract or at law, in the event EBU terminates the Contract and/or the Order in accordance with the provisions of the Contract or any other condition set out in the Contract, the Supplier shall (i) refund EBU with any payment carried out by EBU for the supply and delivery of the Deliverables and any expense incurred by EBU in order to find an alternative service provider, including but not limited to any amount in excess of the Price set out by the Supplier for the supply and delivery of the Deliverables, (ii) the Supplier shall at its cost forthwith return all EBU's confidential information and property and EBU may enter into any premises to recover such items at the Supplier's cost. In such event, EBU shall have no further liabilities to the Supplier.

14.3 In the event EBU requests the Supplier to continue to supply and delivery of the Deliverables during the period preceding the effective termination as determined by EBU to the Supplier, the Supplier shall provide such assistance as is reasonably requested in order to facilitate the transfer of the provision of the Deliverables to any other service provider if appropriate.

14.4 Upon termination or expiry of the Contract and/or any Order

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or at any time during the term of the Contract and/or of the Order for whatever reason, Supplier shall at EBU's option and at no costs to EBU, and in any event within 30 (thirty) calendar days from the date of cessation of any services (i) make available to EBU a downloadable file, in the format specified by EBU, displaying all Data gathered by Supplier during the term of the Contract and/or any Order or (ii) delete and destroy (so that it cannot be recovered or reconstructed) all Data and certify to EBU that it has done so within 30 (thirty) calendar days of the cessation date, unless legislation imposed upon the Supplier prevents it from returning or destroying all or part of the Data in which case the Supplier shall notify EBU in writing of that legal requirement. Supplier warrants that it will guarantee the confidentiality of the Data and will not process the Data anymore. In that case, Supplier shall provide EBU, without charge or without any conditions or contingencies whatsoever, with an unlimited use, perpetual license to any software necessary in order to gain access to the Data.

15. FORCE MAJEURE, CANCELLATION OF EVENT

15.1 If a party is unable to fulfil its obligations under the Contract owing to an event of Force Majeure, which means any event which is unforeseeable without the fault or negligence of that party and which, or the consequence of which is beyond the reasonable control of that party, including lock-outs, war, fire, flood, explosion, embargo, sanctions, change in law or regulation, Act of God, then that party will not be deemed to be in breach of its obligations. The Supplier shall use its best efforts to remove the Force Majeure event as quickly as possible. In the event of a Force Majeure event, EBU shall have the right without any liabilities to Supplier to suspend or terminate part of the Contract and/or the Order so affected or to terminate the Contract and/or the Order as a whole at any time with immediate effect and without any liability to pay the Supplier. In such event the Supplier shall reimburse EBU for any payments already made.

15.2 In the event of a cancellation, total or partial, of any Event (for whatever reason, including Force Majeure), the Price pertaining to the Deliverables concerned by the cancelled Event shall not be paid by EBU to Supplier and/or any Price or any amounts paid in advance by EBU shall be refunded by Supplier to EBU. However, in the event of partial cancellation, EBU shall be liable for any undisputed amounts then owing to Supplier for the Deliverables rendered to EBU through the date of cancellation.

15.3 Supplier shall secure and maintain at its expense insurance to cover the risk of loss resulting from any of the events contemplated in the provisions of section 15.

15.4 Should any Event initially cancelled be postponed to another date, Supplier shall provide, at the request of EBU, the Deliverables in relation to the postponed Event at the same conditions than for the cancelled Event.

16. NOTICES

16.1 Except as expressly provided for herein, all notices which are required or permitted to be given pursuant to this Contract shall be in writing and shall be given by delivering the same by hand, depositing with an overnight courier or sending the same by registered post to the addresses mentioned below.

16.2 A notice delivered by hand or by overnight courier shall be deemed to have been received when delivered on proof of delivery (or, if delivery is not on a business day during business hours, at 9.00 am on the first business day following delivery at the recipient address mentioned below). A notice delivered by email shall be deemed to have been received when delivered on proof of delivery (or, if delivery is not on a business day during business hours, at 9.00 am on the first business day following delivery at the recipient address mentioned below). A correctly addressed notice sent by registered post mail shall be deemed to have been received when actually delivered upon proof of delivery but in any case at the latest on the seventh day following date of posting it. A business day/business hours is Monday to Friday from 09:00 am to 17:30 pm in the territory in which the notice is received.

17. ENTIRE CONTRACT

17.1 The Contract represents the entire understanding between the parties in relation to its subject matter and supersedes all other agreements and representations, whether oral or in writing.

17.2 Subject to the provisions of clause 2.5, in the event of discrepancies between the terms and conditions of the Order, these Terms and Conditions and the other documents part of the Contract the order of precedence to resolve the conflict will be in the following order: (i) Order (ii) these Terms and Conditions (iii) other documents.

17.3 In the event portions or the whole Contract has been translated into another language, the English version shall prevail over any translation.

18. ASSIGNMENT

18.1 The Supplier shall not assign, transfer or subcontract in whole or in part the Contract without the prior written approval of EBU. In the event such approval is given, the Supplier shall at all times remain ultimately responsible and liable for the performance of the Contract.

18.2 EBU may assign, transfer or subcontract in whole or in part the Contract without the prior written approval of the Supplier and without further notice.

19. AMENDMENT AND WAIVER

19.1 In any event no amendment or variation of the provisions of the Contract shall be valid or binding unless expressly agreed in writing by EBU and the Supplier.

19.2 The failure of EBU to exercise or enforce any of its rights under the Contract shall not be deemed to be a waiver of any such right and shall not prevent the exercise or enforcement of the right at any time thereafter.

20. SEVERABILITY

The invalidity or unenforceability of any one of the provisions of the Contract shall not adversely affect the validity or enforceability of the remaining provisions. If any of the terms and conditions of the Contract are deemed void on account of the application of any national laws and/or regulations, the parties shall seek, in good faith, an alternative solution as close as possible to the result intended by the nullified term or condition. All other terms and conditions of the Contract shall remain in full force and effect.

21. GOVERNING LAW AND JURISDICTION

21.1 The interpretation, construction and effect of the Contract shall be governed in all respects by the laws of Switzerland without regard to choice of law principles.

21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Canton of Geneva, Switzerland.