

**SNTV SUBSCRIBER AGREEMENT
SPORTS NEWS REPORTING LICENCE**

Made this 4 day of January 2021

BETWEEN

SPORTS NEWS TELEVISION MANAGEMENT LIMITED its capacity as
general partner of **SPORTS NEWS TELEVISION**, a United Kingdom Limited
Partnership with offices at IMG, Building 6, Chiswick Park, 566 Chiswick High Road,
London, W4 5LR, United Kingdom
("SNTV")

- and -

PUBLIC TELEVISION COMPANY OF ARMENIA with offices at 26 G.
Hovsepyan Street, Yerevan 0047, Armenia
("Subscriber")

SNTV SUBSCRIBER AGREEMENT SPORTS NEWS REPORTING LICENCE

SNTV provides various services whereby subscribers can access and obtain sports news content for use in their own news reporting. The Subscriber has agreed to pay the Licence Fee to access the Services on the terms and conditions as set out in this subscriber agreement (the "Agreement")

This Agreement comprises

PART 1: KEY TERMS;

PART 2: STANDARD TERMS AND CONDITIONS; and

any and all Appendices attached hereto.

All capitalised terms in Part 1 and Part 2 of this Agreement shall have the meaning designated in the Definitions at Part 2, Clause 1 below.

In the event of any inconsistency between the Part 1 and Part 2 of this Agreement, Part 1 shall take precedence

PART 1: KEY TERMS

SECTION 1: GRANT			
<p>In consideration of and subject to the timely payment by the Subscriber of the License Fee in accordance with the Payment Schedule, SNTV grants the Subscriber access to the Service and the Rights during the Licence Period. All Rights may be used on a pay or free basis.</p> <p>The "Rights" shall mean the non-exclusive right to use, distribute and publicly display the SNTV Content in the Licensed Language in the Territory and for the Authorised Use(s) solely by the Transmission Method(s) via the Named Media only and strictly in accordance with the Rightsholder Restrictions/Availability Period and subject to and in accordance with the terms and conditions contained in this Agreement.</p>			
SECTION 2: RIGHTS			
2.1. SERVICE			
<p>Service means:</p> <p><input checked="" type="checkbox"/> SNTV SERVICE</p> <p>ARCHIVE</p> <p><input type="checkbox"/> REUSE</p> <p><input checked="" type="checkbox"/> EXTENDED</p> <p><input type="checkbox"/> HISTORICAL</p>			
2.2. AUTHORISED USES			
<p>SNTV Content may be used as follows:</p>	<p><input checked="" type="checkbox"/> NEWS ACCESS USE</p> <p><input type="checkbox"/> STANDALONE CLIP USE</p>		
2.3. TRANSMISSION METHOD			
LINEAR			
<p>Broadcast</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <input checked="" type="checkbox"/> Terrestrial Television <input checked="" type="checkbox"/> Cable Television <input checked="" type="checkbox"/> Satellite Television </td> <td style="width: 50%; padding: 5px;"> Exclusions (if applicable): </td> </tr> </table>	<input checked="" type="checkbox"/> Terrestrial Television <input checked="" type="checkbox"/> Cable Television <input checked="" type="checkbox"/> Satellite Television	Exclusions (if applicable):
<input checked="" type="checkbox"/> Terrestrial Television <input checked="" type="checkbox"/> Cable Television <input checked="" type="checkbox"/> Satellite Television	Exclusions (if applicable):		

	<input checked="" type="checkbox"/> Online (Websites, Mobile, Apps)		
	<input checked="" type="checkbox"/> Online Simulcast		
NON-LINEAR			
Catch Up	<input checked="" type="checkbox"/> Online (Websites, Mobile, Apps)	Exclusions (if applicable)	
On Demand	<input type="checkbox"/> Online (Websites, Mobile, Apps)	Exclusions (if applicable)	
OTHER			
	<input type="checkbox"/> Audio		
	<input type="checkbox"/> Other [specify]		
2.3. IDENTIFICATION			
Television Channel(s)	First Chanel of Public Television Company of Armenia		
Website/Mobile URL (s)	www.Itv.am		
App(s)			
Third Party Platforms (including social media)	Subscriber branded pages/channels and apps only on the following platforms: YouTube https://www.youtube.com/channel/UCqi9r70a6DuOrXnOra4VlQQ https://www.youtube.com/c/ArmenianPublicTV/featured Facebook https://www.facebook.com/lurer1tv , https://www.facebook.com/ArmPublicTV/ Instagram https://www.instagram.com/lurer/ https://www.instagram.com/ArmPublicTV/ Twitter https://twitter.com/ArmPublicTV		
2.5. TERRITORY			
TERRITORY:	Armenia On HotBird 13B and Galaxy19 only allowed to broadcast outside Armenia (subject to the Rightsholder Restrictions)		
2.6. LICENSED LANGUAGE			
LANGUAGE:	Armenian		
2.7. LICENCE PERIOD , subject to extension of the Licence Period or termination of this Agreement in accordance with 11			
Licence Period Start Date	1 January 2021	Licence Period End Date	31 December 2021
2.8. AVAILABILITY PERIOD			
SNTV OWNED CONTENT	Right to use SNTV Owned Content for the duration of the License Period.		
SNTV LICENSED CONTENT	Maximum of 48 hours from its delivery (unless notified to the contrary in the Rightsholder Restrictions)		
SECTION 3. DELIVERY METHOD			
3.1. DELIVERY METHOD			

The Service shall be delivered via the following Delivery Method(s) on the terms set out at Clause 8 of Part 2:

AP MEDIA PORT
 New Installation - See 3.2 below.
 Existing Installation via AP or a previous agreement with SNTV

AP VIDEO HUB PLATFORM
 AP MEDIA API
 OTHER

SECTION 4: FINANCIAL TERMS

4.1. LICENCE FEE

Total: Twelve thousand United States Dollars (US\$12,000), exclusive of (i) value added tax or equivalent sales tax as may be chargeable thereon, or (ii) any Technical Fee (if applicable).

4.2. PAYMENT SCHEDULE


Licence Fee shall be payable as follows:

One thousand net United States Dollars (US\$1,000) monthly in advance. Time is of the essence. All payments shall be exclusive of such value added tax or equivalent sales tax as may be chargeable thereon.

AGREEMENT

This Agreement has been entered into on the date stated at the beginning of it.

SIGNATURE

SPORTS NEWS TELEVISION MANAGEMENT LIMITED in its capacity as general partner of SPORTS NEWS TELEVISION	SUBSCRIBER: PUBLIC TELEVISION COMPANY OF ARMENIA
Authorised Signatory: <i>Z. Duffelen</i>	Authorised Signatory: 
Name: ZOE DUFFELEN Title: SALES DIRECTOR.	Name: Hovhannes Movsisyan Title: Executive Director

1. DEFINITIONS

"Aggregate Usage Data"	Usage Data that is incapable, either independently or if combined with other data accessible by SNTV or third parties, of personally identifying any particular End User or group of End Users.
"Archive"	Historical: Right to access SNTV Owned Content generated prior to the Licence Period from within the AP Archive Extended: Right to use SNTV Owned Content for the duration of the License Period. Reuse: Right to reuse programmes created, and broadcast by Subscriber which incorporate SNTV Owned Content for the duration of the License Period.
"App"	A specialised program or application designed to create a branded environment to be downloaded onto television or Mobile devices.
"Authorised Use(s)"	Those uses as set out at Part 1, Section 2.2.
"Availability Period"	Subject always to any notified embargoes in the Rightsholder Restrictions, forty-eight (48) hours from delivery of the SNTV Licensed Content, except for the SNTV Owned Content which shall be up to fourteen (14) days from delivery of the Service (unless otherwise stipulated in the Key Terms).
"Broadcast(ing)"	The transmission of programming via Television means and/or Online.
"Cable Television"	Transmission by coaxial or fibre-optic cable or by means of microwave dish systems for viewing via television.
"Catch Up"	Taking an existing television programme (which Subscriber has made a Linear Transmission of) and making an exact copy or reproduction of it available to End Users unedited in its entirety that permits the End User to access the programme On Demand after the original Transmission of the relevant programme has completed.
"Clip"	A clip, limited in duration, extracted from SNTV Content.
"Digital Distribution"	Distribution by the Subscriber of SNTV Content via Online means, if and to the extent granted to Subscriber.
"Download"	Where an End User can (on an On Demand basis) access, view and is authorised to make a permanent electronic copy of content made available Online.
"End User(s)"	Individuals accessing the Named Media via Online means for personal (non-commercial) use.
"Licence Period"	As set out at Part 1, Section 2.7.
"Licensed Language"	Those languages specified at Part 1, Section 2.6.
"Linear"	Non-interactive and includes distribution via Television.
"Mobile"	Where content can be viewed and or accessed by a mobile telephone, personal digital assistant, or any form of mobile, "smartphone", "tablet" or handheld device.
"Named Media"	The media platforms specified at Part 1, Section 2.4.
"News Access Use"	Use in connection with a legitimate, regularly scheduled television news or sports news programmes and must only be used in accordance with news access rules and regulations, as set out in the Rightsholder Restrictions.
"Non-Linear"	Interactive distribution, including but not limited to On Demand and Catch Up.

"On Demand"	A service presented in any form that permits the End User to stop and start, pause, fast-forward and rewind (or any of these functionalities), solely at the discretion of the End User, without reference to a list of possible viewing times pre-established by the service provider.
"Online"	Internet-based distribution of content which has been formatted specifically for use and access via Websites, Apps and/or Mobile.
"Programme(s)"	The programmes created using and containing SNTV Content.
"Public Screen"	Any location where the Named Media can be viewed on a purpose built screen in a public area without any form of charge to any individuals who view the Named Media at this location.
"Rights"	The rights specified at Part 1, Section 1.
"Rightsholder Restrictions"	Written or oral advisories, shot lists, attribution, credits, embargoes, and or narrative scripts relating to the SNTV Content communicated by SNTV to Subscriber during the License Period and made available by means determined by SNTV, including by the Delivery Methods.
"Satellite Television"	Transmission to a satellite and subsequent re-transmission of a signal by a transponder or similar device for intelligible reception via television.
"Server"	A dedicated computer used to receive and manage the SNTV video, text and graphics files, hosting the web interface that can be used by Subscriber's operational staff and providing interfaces to Subscriber's production systems.
"Service(s)"	Those SNTV services listed in Part 1, Section 2.1.
"Simulcast"	A linear simultaneous transmission of an existing television transmission, on additional channels or platforms via Television means and/or Online.
"SNTV Content"	Any images, video, text and other content in whatever form provided by SNTV within the Service comprising both SNTV Owned Content and SNTV Licensed Content.
"SNTV Newsroom Ready Service"	The ready-for-editing international sports news service provided by SNTV to its customers comprising the SNTV Content. For the avoidance of doubt, this shall exclude Specific Event content.
"SNTV Consumer Ready Service"	The service made up of edited SNTV Content, delivery of which is via SNTV's digital technical delivery partner. For the avoidance of doubt, this shall exclude Specific Event content.
"SNTV Licensed Content"	SNTV Content containing licensed sports news material and licensed sports news features.
"SNTV Owned Content"	SNTV Content containing SNTV originally shot sports news material and sports news features.
"SNTV Specific Event Consumer Ready Service"	The dedicated service made up of both edited and unedited SNTV Content during a specific Event (details of which are specified in Part 1, Section 2.1), delivery of which is via SNTV's digital technical delivery partner.
"SNTV Specific Event Newsroom Ready Service"	The dedicated service made up of unedited SNTV Content during a specific Event (details of which are specified in Part 1, Section 2.1).
"Standalone Clip Use"	Clips made available on a standalone basis and not as part of regularly scheduled television news or sports news programmes.
"Streaming"	Where the End User is authorised to access a continuous or On Demand stream of content made available Online that enables the playback of sound or video without the need or ability to Download the entire resource file in advance.

"Television"	Distribution of the SNTV Content via Broadcast, Simulcast and/or Streaming, via Terrestrial Television, Cable Television or Satellite Television
"Terms of Use"	The terms on which End Users may access content Online, including, as applicable, SNTV Content
"Terrestrial Television"	'over the air' transmission via analogue or digital technology, including without limitation transmission by means of VHF or UHF wireless telegraphy for viewing via television
"Transmission (or Transmit)"	The simultaneous linear and non-interactive distribution of the same message of sound and video signals to multiple recipients
"Transmission Method(s)"	Those methods of Transmission as set out at Part 1, Section 2.3
"URL"	Uniform resource locator
"Usage Data"	Any and all information and/or data associated with or collected from each End User, if any, which is received, stored, or processed by SNTV in connection with the content and includes aggregate information, click-through rates and conversions, usage and traffic data, IP addresses, transactional or financial information, account or user names, passwords, registration information, email addresses, mailing addresses, phone numbers or any other forms of personally identifiable information.
"Website"	The internet-based service(s) accessible to users via an internet site accessed via the URL address(es) (or an equivalent locator address for Mobile etc.) and listed in Part 1, Section 2.4.

2 GRANT OF RIGHTS

- 2.1 In consideration of and subject to the timely payment by the Subscriber of the License Fee in accordance with the Payment Schedule, SNTV grants the Subscriber access to the Service during the Licence Period. All Rights may be used on a pay or free basis.
- 2.2 All rights not specifically granted to Subscriber are expressly reserved to SNTV. For the avoidance of doubt, the Licensed Rights specifically exclude on whatever platform without limitation any and all betting/gambling rights, and any and all in-flight or ship-at-sea rights.
- 2.3 Subscriber acknowledges that SNTV will have the right in its sole editorial discretion to determine what sports news stories, video and text will be included in the Service at any given time.
- 2.4 Subscriber may dub the SNTV Content or add subtitles or voiceovers at Subscriber's own cost and risk.
- 2.5 Subject to Clause 2.6, Subscriber shall not retransmit or authorise the retransmission of the SNTV Content by any means outside the Territory.
- 2.6 Where the Territory includes Member State(s) of the European Economic Area, SNTV acknowledges that the Subscriber will not be in breach of Clause 2.5 solely by reason that a broadcast authorised in the Territory can be received for private non-commercial use in another Member State of the European Economic Area via smart cards and/or decoders, provided the ability to receive services outside the Territory has not been the result of any form of advertising, marketing or active selling by the Subscriber within or outside the Territory.

3. RIGHTSHOLDER RESTRICTIONS

- 3.1 The Rightsholder Restrictions shall be delivered to Subscriber along with the SNTV Content.
- 3.2 Subscriber agrees as a material term that its right to use the SNTV Content in accordance with the terms herein shall be subject always to any notified embargoes, limitations or restrictions as notified in the Rightsholder Restrictions and limited to the applicable Availability Period. Subscriber shall comply immediately with the Rightsholder Restrictions including any embargo, correction, retraction or clarification advised thereon, and with all embargoes and release pledges specified by SNTV and, where applicable, provide a credit to the news provider as stipulated on the Rightsholder Restrictions.
- 3.3 In the event of an express conflict between the rights granted in this Agreement and the restrictions specified in an Rightsholder Restrictions, the restrictions specified in an Rightsholder Restrictions shall prevail.

4. LIMITATION ON RIGHTS AND SUBSCRIBER'S OBLIGATIONS

Subscriber agrees as a material term to:

- 4.1 only use the SNTV Content in accordance with the Licensed Rights on the Channel(s) via the Named Media and not create other products or business-to-business services, including advertising or other publicity, and will not grant stripping rights or excerpts other than as permitted within the Schedule.
- 4.2 where the use of SNTV Content is not for purposes of bona-fide news reporting, the Subscriber is fully responsible for securing any and all necessary rights clearances from third parties as required, including in relation to proprietary rights, copyright, moral right, performers' rights and/or privacy rights, including without limitation clearances from individuals whose name, image or performance appear in the SNTV Content. For avoidance of doubt the license granted herein is for bonafide news services only;
- 4.3 ensure that the SNTV Content provided shall remain in its sole possession and control, and use best efforts to protect the security of the SNTV Content from unauthorised access, modification or distribution.
- 4.4 employ state of the art geo-targeting technologies to ensure that the SNTV Content is geo-blocked effectively so that it cannot be received from outside the Territory.
- 4.5 adhere to all applicable laws (including without limitation libel, intellectual property, privacy, and broadcast media standards and/or laws) within the Territory;
- 4.6 Obtain and maintain all required licenses and consents to receive and use the Services (i.e. consents of broadcasting, telecommunications or other government or regulatory authority), and
- 4.7 make no edits or revisions to the SNTV Content that in any manner impugns the integrity of the SNTV Content or SNTV;
- 4.8 promptly inform SNTV of any unauthorised use of the Service that Subscriber is, or becomes aware of, and fully cooperate with and assist SNTV with respect to any action taken by SNTV regarding such unauthorised use;
- 4.9 not to pursue a policy of advertising, marketing or actively selling its transmissions of the SNTV Content to customers or soliciting or targeting customers, based outside the Territory.
- 4.10 immediately notify SNTV in the event of any proposed change to the Channel, Named Media or method of distribution during the Licence Period. In such circumstances the parties will mutually agree any changes in the Licence Fee (if applicable).

5. EXPLOITATION VIA DIGITAL DISTRIBUTION

5.1 In respect of SNTV Licensed Content only:

- 5.1.1 Subscriber shall permit access to the SNTV Content only from the Named Media and shall ensure that the SNTV Licensed Content is not made available or capable of being "embedded" on any websites not listed as a Named Media in Part I (including without limitation any social media sites/platforms). If the SNTV Licensed Content is made available and/or embedded on any third party websites, the Subscriber shall cooperate with SNTV in causing its removal from the relevant website.

5.2 In respect of all SNTV Content:

- 5.2.1 SNTV agrees that Subscriber may place or permit conventional third party advertising and/or sponsorship in relation to Subscriber's services, provided that Subscriber does not permit any third party advertising and/or sponsorship that: (i) suggests endorsement by SNTV or the relevant rights holder of any such advertiser's and/or sponsor's interest; (ii) implies any form of endorsement of the SNTV Content (or any part thereof) independently from any sponsorship of any programme(s) containing such SNTV Content; (iii) compromises the editorial use restrictions set forth in this Agreement; (iv) breaches any law or regulation in the Territory; and/or (v) alters the editorial meaning of the SNTV Content.
- 5.2.2 SNTV reserves the right to require the withdrawal of any advertising or sponsorship materials that in SNTV's reasonable opinion does not comply with 5.2.1 above, and Subscriber agrees to withdraw the same within 24 hours.
- 5.2.3 Subscriber will provide SNTV with detailed usage reports for all digital distribution, and screenshots of the Service where appropriate.
- 5.2.4 Subscriber will include "Terms of Use" on its website that specify that audio-visual content on their website (such as the SNTV Content) is subject to intellectual property rights of others, and which warn users not to violate such rights or anyone else's, and will set appropriate limits on what the End User can do with the material on the relevant Named Media, including restrictions against downloading other than for personal use and restrictions on End Users copying, merging, editing, adapting, reselling.
- 5.2.5 Subscriber will use all reasonable endeavours to ensure such Terms of Use are enforced if it becomes aware that an End User has breached them.

6. SOCIAL MEDIA:

- 6.1 SNTV grants Subscriber the right to use SNTV Owned Content within Subscriber-produced reports and/or programming made available on the Websites and/or the Subscriber branded pages, channels and apps on the Social Media Channels, both listed in Section 1 above, subject to the Subscriber complying with the terms below in respect of use on the Social Media Channels. It is the Subscriber's sole responsibility to ensure that said websites will not claim any intellectual property rights in the content posted on that website.

- 6.2 In the event of any issue arising, Subscriber warrants that immediate action will be taken to remedy the breach to fully restore the status quo and SNTV will be fully indemnified for any loss suffered. SNTV will also be entitled at SNTV's sole discretion to request full removal of all SNTV Content from any breaching website.
- 6.3 For each platform, only a Subscriber's official, branded accounts, which they manage (or which is managed for them), is authorized.
- 6.4 For platforms that enable hyperlinks, SNTV content or material containing SNTV content, must link back to its original display on the Subscriber's licensed website.
- 6.5 All the same credits/attributions need to be provided, as described in the Subscriber agreement.
- 6.6 The amount of SNTV content cannot exceed 25% of the Subscriber's overall content on each platform.
- 6.7 SNTV content must be fully incorporated into the Subscriber's content/programme/article etc. No standalone SNTV content.
- 6.8 **YouTube:**
SNTV content is allowed only as incorporated into Subscriber's produced and branded news content i.e. Subscriber cannot publish standalone SNTV content. Videos incorporating SNTV content which are uploaded to Subscriber's YouTube channel, must be uploaded as 'match OFF' (when Subscriber uploads content as 'match off', the uploaded content will not match content which another SNTV Subscriber has uploaded to their YouTube channel and thus will prevent strikes being received).

7. PAYMENT CONDITIONS

- 7.1 Subscriber shall pay the Licence Fee as set forth in the Schedule. Time is of the essence.
- 7.2 SNTV reserves the right to charge interest on any payments later than 30 days from the date the payment became due, at 1.5% per month until such payments are paid in full.
- 7.3 Subscriber shall have the sole responsibility to pay any applicable tax, levy, or third party charges applicable within the Territory in respect of the Licence Fee. Subscriber shall not make any deductions of any kind from payments due hereunder except withholding tax as required to be deducted under the applicable law of the country of residence of the Subscriber.
- 7.4 Where the provisions of any applicable double tax treaties between the country in which SNTV is resident and the country in which the Subscriber is resident provide for reduced rates of withholding tax then Subscriber will take all necessary steps and fill in all necessary forms and make all necessary returns to tax authorities to ensure that the withholding tax is deducted at the lowest applicable rate. If any deduction is made from any payment hereunder for withholding tax in accordance with the foregoing, then simultaneously with any such payment Subscriber shall provide SNTV with a certificate of payment of tax in the name of SNTV from the relevant local taxation authority in relation to that payment. Further, Subscriber agrees to provide SNTV with all reasonable assistance in order that SNTV may recover such withheld tax within the shortest delay.

8. DELIVERY AND RECEPTION OF SERVICE

8.1. The Service shall be made available from the SNTV global communications network via the Delivery Method in Part 1. Any changes to delivery or the SNTV global communications network will be subject to reasonable advance notice where practical. Subscriber acknowledges SNTV has no responsibility for the interface or compatibility of any third party equipment or software provided to access the SNTV Daily Newsroom Ready Service and SNTV makes no representations or warranties concerning the SNTV global communications network.

8.2 Subscriber shall as a material term of this Agreement make all arrangements (supplementary to the SNTV provided equipment), at Subscriber's expense, necessary to receive the video portion of the Service, including, without limitation, the cost of any equipment necessary for receiving such video portion.

8.3. AP Video Hub Delivery (as applicable)

Delivery of SNTV Content shall be via the AP Video Hub platform to be accessed by Subscriber as directed by SNTV.

8.4. Loss of Service

In the event Subscriber requests a retransmission of the Service due to a loss of the original transmission, where such loss is not caused by SNTV, SNTV will retransmit the Service at Subscriber's sole cost and expense. In the event SNTV's activities caused the loss, SNTV will retransmit the Service at its own cost and expense, provided that Subscriber promptly upon SNTV's request furnish to SNTV a written explanation setting forth in detail the facts in connection with such loss, theft or destruction.

9. ARCHIVING

- 9.1 Except for statutory compliance reasons that apply within the Territory to Subscriber, Subscriber shall not archive any SNTV Owned Content from the Services in any form for more than 14 days or as expressly permitted above from the date it is first made available by SNTV to Subscriber (unless otherwise expressly specified in Part I of

this Agreement), the Licensed Rights themselves always being subject to the Availability Period. For the avoidance of doubt, there are strictly no archiving rights for any and all SNTV Licensed Content.

- 9.2 The Subscriber acknowledges and agrees that SNTV Owned Content must not be used or archived outside of the contractually agreed Availability Period (as specified in this Agreement and/or notified in the Rightsholder Restrictions). Notwithstanding any clearance of rights to the relevant content obtained by the Subscriber through a third party, the Subscriber remains strictly prohibited from using the SNTV Owned Content outside the relevant Availability Period under any circumstances.
- 9.3 For every usage of SNTV Owned Content by the Subscriber (on any channel listed in the Named Media), in part or in its entirety, beyond the Availability Period, Subscriber shall pay SNTV an additional fee as stipulated below:
- 9.3.1 where Licence Fee is payable in USD: \$350, and
- 9.3.2 where Licence Fee is payable in EUR: €350,
- payment upon receipt of invoice. One use shall be defined as the broadcast (regardless of the Media Platform) of an individual SNTV story, in part or in its entirety, within a 24 hour period. Subscriber must notify SNTV of any such additional use as soon as possible.

10. SUSPENSION

Without prejudice to its rights of termination under Clause 11, SNTV shall be entitled to suspend the supply of the SNTV Content under this Agreement upon giving written notice (including via email) to Subscriber in the event of:

- 10.1 Subscriber's non-payment of any sum due hereunder in accordance with Clause 7, until such time as proper payment is received in accordance with Clause 7;
- 10.2a material breach of this Agreement and, where capable of remedy, such breach is not remedied within fourteen (14) days from receipt of a written notice giving particulars of the breach and requiring it to be remedied, and, where incapable of remedy, on receipt of written notice giving particulars of the breach; and/or
- 10.3a failure by the Subscriber to comply with the terms of Clause 7.4.

Any suspension of service pursuant to this clause shall not affect Subscriber's obligation to pay the License Fee in full in accordance with Clause 7.

11. TERMINATION

- 11.1 This Agreement shall commence on date of signature and shall continue until the expiry of the Licence Period (as extended if applicable) or such earlier termination in accordance with this Clause 11.
- 11.2 Subject to Part 1, Section 2.7, this Agreement shall, at the sole discretion of SNTV, automatically renew for an additional one-year term and subsequent one year terms upon expiry of the then current Licence Period (as extended) at a 5% (five per cent) increase to the previous year's Licence Fee (as increases from year to year). All other terms and conditions would remain unaltered. If SNTV, acting within its sole discretion elects not to allow the Agreement to automatically renew it must serve notice of such election on the Subscriber prior to the expiry of the current Licence Period. In the event the Subscriber does not wish the Agreement to be automatically renewed for the following year, Subscriber may terminate this Agreement with effect from the end of the then current Licence Period by written notice given to SNTV not less than 90 days prior to the following one (1) year term.
- 11.3 Upon any termination of this Agreement, Subscriber shall immediately cease to use and shall destroy all original copies of the SNTV Content, Video and/or Rightsholder Restrictions and an authorised officer of Subscriber shall certify such destruction to SNTV in writing.
- 11.4 Either Party may at any time by giving notice in writing to the other party terminate this Agreement if:
- 11.4.1 the other commits or permits to be committed any material breach of any of the terms of the Agreement that is not capable of remedy or, if capable of remedy, is not remedied within fourteen (14) days; or
- 11.4.2 if the other party shall go into liquidation (other than voluntary liquidation for the purpose of reconstruction only) or have a receiver, administrative receiver or administrator appointed in respect of the whole or any part of its assets.
- 11.5 It is clarified that should SNTV validly terminate the Agreement pursuant to the aforementioned, the Licence Fee for all of the then current Licence Period shall be payable.
- 11.6 Upon the occurrence of any of the events referred to in this Clause 11 affecting Subscriber, SNTV may without liability (and without prejudice to any other rights or remedies it may have, whether pursuant to this Agreement or otherwise) immediately suspend the delivery of the Programme (including access to the International Feed, if any) to Subscriber.
- 11.7 In the event this Agreement is terminated, all rights granted to Subscriber hereunder shall revert immediately to SNTV. Any such termination shall not affect SNTV's rights to any payments then due. Furthermore, termination under this Clause 11 shall be without prejudice to any other right or remedy available to the non-defaulting Party.
- 11.8 Termination of this Agreement shall be without prejudice to any of the rights, remedies or obligations of the parties existing at termination including, but not limited to, the right to take action in respect of the circumstances giving rise to termination and the obligation to pay any sums due and/or payable hereunder.

11.9 Defined terms and the provisions of this Agreement which by their nature are required to survive the expiry or termination of this Agreement shall so survive, regardless of the cause of the termination or expiry.

12. REPRESENTATIONS & WARRANTIES

Subscriber warrants and represents it has full power and authority to enter into, execute and deliver, and to carry out its obligations in accordance with the terms of this Agreement. 12.2 SNTV hereby represents and warrants to Subscriber that:

12.2.1 it has the power and right to execute this Agreement and perform its obligations hereunder;

12.2.2 it has obtained all third party licences, clearances, permissions or approvals which are necessary for Subscriber to exploit the SNTV Content in accordance with the terms of this Agreement;

12.2.3 Subscriber's exploitation in accordance with this Agreement of the SNTV Content supplied hereunder will not infringe the intellectual property rights of any third party.

13. INDEMNIFICATION & LIABILITY

13.1 Subject to Clauses 13.5 and 13.6, Subscriber shall indemnify and hold SNTV and its holding companies, subsidiaries and affiliates, and each entity's directors, officers, employees and agents harmless from and against any and all third party claims, damages, liabilities, costs and expenses (including legal fees) (i) arising out of any breach by Subscriber of any of its warranties, its representations or its obligations hereunder, or (ii) arising in connection with any materials created by or on behalf of Subscriber or added by or on behalf of Subscriber to the SNTV Content and Programmes and/or used in the advertising and promotion thereof and/or any edits or alterations to the Programmes made by or on behalf of Subscriber.

13.2 Subject to Clauses 13.5 and 13.6, SNTV shall indemnify and hold Subscriber and its directors, officers, employees and agents harmless from and against any and all third party claims, damages, liabilities, costs and expenses (including legal fees) arising out of any breach by SNTV of any of its warranties, its representations or its obligations hereunder as a result of any third party claim that Subscriber's exploitation of the Programmes in accordance with the terms of this Agreement infringes the intellectual property rights of any third party (save in respect of any materials created by or on behalf of Subscriber or added by or on behalf of Subscriber to the Programmes and/or used in the advertising and promotion thereof and/or any edits or alterations to the Programmes made by or on behalf of Subscriber).

13.3 Each Party's indemnification obligations under this Clause 13 are conditioned upon the indemnified Party: (i) promptly giving the provider of the indemnity ("Indemnitor") all reasonable information regarding any such claim, loss, cost, charge or expense; (ii) cooperating with the Indemnitor, and providing the Indemnitor with reasonable assistance in respect of, the defence of such claim; and (iii) making no admission prejudicial to the defence of any such claim and no settlement of any such claim without the prior written approval, not to be unreasonably withheld or delayed, of the Indemnitor.

13.4 Without prejudice to the terms of the indemnity both parties undertake where it is able to under the particular circumstances to take all reasonable steps to ensure an expedited mutual resolution is achieved in the interests of both parties should it receive a third party claim in regard of the Service.

13.5 Neither Party shall be liable to the other for any special, indirect or consequential losses or damage including any loss of profit, business, contracts, revenues (other than licence fees or other payments due to SNTV hereunder) or anticipated savings (whether or not such losses were within the contemplation of the Parties at the date of this Agreement), suffered or incurred by that Party arising out of or in connection with the provisions of this Agreement. The liability of SNTV under this Agreement in respect of any proven breach shall be to pay damages up to a maximum of the sums actually received by SNTV for the then current Licence period from Subscriber pursuant to this Agreement.

13.6 The provisions of Clause 13.5 shall be read and construed and shall have effect subject to any limitations imposed by any applicable law, and for the avoidance of doubt, will not serve to limit or exclude:

13.6.1 liability for death or personal injury resulting from negligence; or

13.6.2 liability for fraud or any other liability which it is not lawfully permitted to exclude or limit.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All intellectual property rights in the Service and SNTV Content are vested and remain with SNTV in their entirety and Subscriber shall not make any application or carry out any action in its own name or the name of any third party to register or undermine any copyright in the Services, SNTV Content or any translated versions thereof. Subscriber shall comply, and shall cause any permitted licensees to comply with all reasonable requirements of SNTV for legal, creative or artistic reasons in connection with the use of the Service.

14.2 Subscriber shall comply with all requirements of the Berne Convention, the Universal Copyright Convention and of the Territory as SNTV deems necessary to obtain or maintain copyright protection in the Territory of the SNTV Content. Subscriber shall comply with all applicable copyright laws necessary to protect the copyright and

- all other rights in the Service and shall not remove or conceal any copyright, trade mark or other proprietary notice incorporated in the SNTV Content.
- 14.3 Without prejudice to anything in this Agreement, each party shall promptly bring to the attention of the other, as the case may be, any information coming to its attention, that the provision of the SNTV Content pursuant to this Agreement may infringe any intellectual property right or other rights of a third party. If SNTV becomes aware that any part of the SNTV Content infringes or may infringe the intellectual property rights of any third party, SNTV shall notify Subscriber in writing and shall be entitled to modify the SNTV Content (or its format or the code containing the SNTV Content as appropriate) so that it ceases to infringe such rights.
- 14.4 If available, Subscriber grants to SNTV a non-exclusive royalty free, worldwide licence to use the Aggregate Usage Data for purposes of improving the operation of SNTV's services and performing statistical analysis, subject always to SNTV's compliance with applicable legislation in the collection and use of such Aggregate Usage Data.
- 14.5 Subscriber hereby grants SNTV a non-exclusive, worldwide, royalty-free license to use the Subscriber's logo for the purposes of listing SNTV clients on its websites and other marketing materials. All such use to be subject to Subscriber's prior approval (including via email).

15. GENERAL

- 15.1 Assignment. Subscriber shall not assign or purport to assign, sub-licence, sub-contract or otherwise part with the burden or benefit of this Agreement or any part thereof or interest hereunder to any entity including for the avoidance of doubt any parent, subsidiary associated or affiliated company of Subscriber without the prior written consent of SNTV.
- 15.2. Force Majeure. SNTV shall not be liable to Subscriber for any delay or failure in performance caused by acts beyond SNTV's reasonable control, including without limitation, acts of God, war, riot, acts of terrorism, vandalism, sabotage, accidents, fires, floods, severe weather conditions, civil commotions, insurrection, strikes, labour disputes, mechanical breakdowns, shortages or delays in obtaining suitable parts or equipment, material, labour or transportation, acts or subcontractors, interruption of utility services, acts of any unit of government agency, or any similar or dissimilar cause.
- 15.3. Confidentiality. Subscriber and SNTV shall not issue any media release or public statement about this Agreement or otherwise communicate with any third party (save for its affiliates or professional advisers who shall be under the same confidentiality obligation) in any way concerning this Agreement or any aspect of it unless it has the prior written approval of the other. Neither Party nor any of its employees shall divulge to any third party any of the terms of this Agreement or the existence of this Agreement without the express permission of the other save as may be necessary in order to comply with any legal or regulatory requirements.
- 15.4. Notices. Any notice to be given hereunder shall be deemed given when sent by international registered mail or by courier to the addresses of the parties set forth within the Schedule or duly advised.
- 15.5. Complete Understanding. This Agreement contains the full and complete understanding between the Parties hereto, supersedes all prior agreements and understandings, whether written or oral, and may not be modified except by written instrument signed by the Parties hereto. Each of the Parties acknowledges and agrees that in entering into the Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person (whether party to this Agreement or not) which is not expressly set out in the Agreement ("Pre-contractual Statement"). Each Party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any Pre-contractual Statement. Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misrepresentation or fraudulent misstatement.
- 15.6. No Waiver. No failure or delay by SNTV or Subscriber in exercising any right power or privilege hereunder shall operate as a waiver thereof nor shall single or partial exercise thereof preclude any subsequent exercise in law or equity or otherwise.
- 15.7. Counterparts. This Agreement may be executed in one or more counterparts.
- 15.8. Interpretation. Translation of this Agreement into any language other than English shall only be for the convenience of the parties, and in all cases interpretation shall be controlled by the English text.
- 15.9. Relationship of the Parties. Nothing contained in this Agreement shall be interpreted as constituting a partnership or joint venture between the parties hereto.
- 15.10. Third Parties. Unless expressly stated otherwise, nothing in this Agreement is intended to confer any rights on third parties which are enforceable against either or both of the parties to the Agreement and the effect of any legislation which may afford such rights to third parties is excluded in respect of the terms of this Agreement.
- 15.11. Compliance with Laws and Regulations.
- 15.11.1. General. Each Party acknowledges the importance of complying with all applicable laws in the performance of this Agreement. Each of the Parties hereby agrees to comply with all applicable federal, state, and local laws.

rules, regulations, and ordinances. Moreover, each of the Parties agrees not to take any actions which will cause the other Party to be in violation of any law or regulation of any jurisdiction.

15.11.2. Government Regulations. This Agreement shall be subject to all present and future regulations of any applicable governmental regulatory bodies. Neither party shall be liable to the other for any failure to perform its obligations hereunder, if such failure to perform results directly from such regulations. However, nothing contained herein shall relieve Subscriber from payment of the Licence Fee already due and owing under this Agreement prior to the date on which such regulations are implemented.

15.11.3. Sanctions. Without limiting the generality of the foregoing, both Parties acknowledge that the provision of services under this Agreement may be subject to the embargo, sanction, approval and similar laws and regulations (hereinafter referred to as "Sanctions Requirements") of the United States, the United Nations, the European Union, the United Kingdom and other countries and regions, and shall comply with those Sanctions Requirements. If, during the term of the Agreement, the Sanctions Requirements prevent either Party from performing its obligations under this Agreement, such Party shall be entitled to terminate this Agreement immediately by giving notice in writing to the other Party.

SUBSCRIBER FURTHER REPRESENTS AND WARRANTS THAT NEITHER IT NOR ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES IS (I) A PERSON OR ENTITY OR (II) CONTROLLED BY A PERSON OR ENTITY ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS AND FOREIGN SANCTIONS EVADERS LIST, THE U.S. COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ENTITY LIST, THE U.K. HM TREASURY CONSOLIDATED LIST OF FINANCIAL SANCTIONS TARGETS, THE U.K. EXPORT CONTROL ORGANISATION'S IRAN LIST, OR OTHERWISE DESIGNATED AS SUBJECT TO FINANCIAL SANCTIONS OR PROHIBITED FROM RECEIVING U.S. OR U.K. SERVICES OR ANY OTHER EQUIVALENT LOCAL PROVISIONS. SUBSCRIBER AGREES TO NOTIFY SNTV IMMEDIATELY IN WRITING OF ANY CHANGE IN OWNERSHIP OR CONTROL THAT MIGHT VIOLATE THIS PARAGRAPH 15.11.3.

15.11.4. Anti-Bribery. Each Party hereby agrees that neither it nor any agent or employee acting on its behalf will take any action that will cause the other Party to be in violation of any law of any country or any political subdivision thereof in which such party is performing work for the purposes of this Agreement. Each Party is aware of the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended, and of the United Kingdom Bribery Act 2010, as amended and of any other equivalent legislation in any territory of the world which may apply (collectively, the "Global Anti-Corruption Laws"). Each Party agrees that it and all agents and employees acting on its behalf to the extent that such laws apply to each Party, agency and employees, will comply with the Global Anti-Corruption Laws in connection with its performance under this Agreement. Each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement. Breach of this Clause 15.11.4 shall be deemed a material breach under Clause 11.

15.11.5. Anti-Slavery. Subscriber shall implement effective systems and controls to prevent slavery and human trafficking from taking place in any part of its business and supply chain. Subscriber shall, on demand, provide SNTV with a summary of the steps it takes from time to time to prevent modern slavery and human trafficking (including details of any relevant staff and supplier policies and details of due diligence conducted on suppliers).

15.12. Invalidity. No Party will be in breach of this Agreement for failure to perform its obligations or observe the provisions of this Agreement where to do so would place such Party in breach of any law or regulation.

15.13. Severability. If any provision of this Agreement is declared to be invalid or unenforceable in any respect, the parties agree that such invalidity or unenforceability shall not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible.

15.14. Inadequacy of Damages. Notwithstanding Clause 15.15, Subscriber acknowledges and agrees that damages alone may not be an adequate remedy for SNTV in respect of any breach of the terms of this Agreement by Subscriber. Accordingly, SNTV shall be entitled to seek the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement by Subscriber in any courts of any jurisdiction.

15.15. Governing Law & Jurisdiction

15.15.1. The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

15.15.2. Subject to Clauses 15.13 and 15.11, any claim, dispute or matter arising under or in connection with this Agreement or its enforceability or the legal relationships established by this Agreement (including non-contractual disputes or claims) arising out of this Agreement shall be subject to the exclusive jurisdiction of the English courts.