

**SSSL'S STANDARD TERMS FOR THE SUPPLY OF DIGITAL ACCESS
CARDS FOR MONITORING AND USE AT HEAD-ENDS**

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1. INTERPRETATION

- 1.1 The words and expressions set out in Schedule 1 shall have the meanings ascribed therein.
- 1.2 References in this DCSA Agreement to "SSSL" and "Broadcaster" shall include their respective employees, agents and permitted assigns.
- 1.3 Headings are included in this DCSA Agreement for ease of reference only and shall not affect the interpretation or construction of this DCSA Agreement.
- 1.4 References to Clauses, Schedules and Annexes are, unless otherwise provided, references to the Clauses of and Schedules and Annexes to this DCSA Agreement.
- 1.5 In the event, and to the extent only, of any conflict between the Clauses and the Annex or the Schedules and the Annex, the Annex shall prevail. In the event, and to the extent only, of any conflict between the Clauses and the Schedules, the Clauses shall prevail.

2. COMMENCEMENT DATE AND TERM

- 2.1 The Commencement Date is set out in Annex A.
- 2.2 The Term is set out in the Front Sheet.

3. PROVISION OF VIEWING CARDS FOR USE WITH PROFESSIONAL DECODERS

- 3.1 Subject to Clause 3.18 SSSL shall at the request of the Broadcaster provide Access Cards and Spare Cards to the Broadcaster to enable the decryption and/or viewing of the Channel(s) (for the purposes of monitoring and/or re-transmission only) at the following locations:
 - (a) the Broadcaster's own monitoring facilities and, if the Broadcaster undertakes outside broadcasts, the location of such outside broadcasts;
 - (b) the monitoring facilities of the Broadcaster's production company, provided the Access Cards and Spare Cards are used solely for the purpose of monitoring live productions on behalf of the Broadcaster;
 - (c) the monitoring facilities of the Broadcaster's EPG schedule provider, broadcast playout provider and/or satellite uplink provider, provided that the Access Cards and Spare Cards are used solely for the purpose of monitoring the Channel(s) on behalf of the Broadcaster, provided such Access Cards are not entitled so as to enable PVR functionality, unless otherwise provided for under this DCSA Agreement;
 - (d) at the Head-Ends, provided such Access Cards are not entitled so as to enable PVR functionality, unless otherwise provided for under this DCSA Agreement; and
 - (e) at the facilities of those third parties as agreed in writing between an authorised representative of each of SSSL and the Broadcaster.
- 3.2 SSSL may provide Access Cards to any competent regulator of the Channel(s), which for the avoidance of doubt may include Ofcom (or any successor regulator in the United Kingdom), to enable the decryption and/or viewing of the Channel(s) for the purposes of monitoring only, upon receipt by SSSL of such a request from a competent regulator.
- 3.3 Access Cards and Spare Cards shall, at all times, remain the property of SSSL notwithstanding any termination or expiry of this DCSA Agreement. Save as provided for

in Clause 3.1, the Broadcaster shall not use or permit any third party to use Access Cards or Spare Cards provided by SSSL under this DCSA Agreement to enable the decryption and/or viewing of the Channel(s) at any:

- (i) Commercial Premises;
- (ii) Retail Premises; or
- (iii) Residential Premises.

3.4 Each Access Card and Spare Card shall, unless otherwise agreed in writing between the parties, be entitled to enable the decryption and/or viewing of only the Broadcaster's channels.

3.5 SSSL shall only be obliged to provide Replacement Cards to the Broadcaster:

3.5.1 at the Broadcaster's request when the Broadcaster has provided SSSL with details of the faulty, lost or damaged Viewing Cards, subject to SSSL determining, acting reasonably, that there is fault or damage to the Viewing Cards; and

3.5.2 in accordance with SSSL's standard policy from time to time.

Replacement Cards shall, at all times, remain the property of SSSL.

3.6 The Broadcaster shall, acting as SSSL's agent, forward each Viewing Card to the appropriate Head-End together with the most recent version of SSSL's "Terms and Conditions for Card Use - Head Ends" as notified by SSSL to the Broadcaster from time to time (the most recent version of which, on the date hereof, is at Schedule 2 to this DCSA Agreement). SSSL's "Terms and Conditions for Card Use - Head Ends" shall govern the contractual relationship between SSSL and the appropriate Head-End along with the use of each such Viewing Card by the relevant Head-End.

3.7 The Broadcaster shall ensure that each Viewing Card which is supplied to a Head-End is, at all times, kept in a Professional Decoder at that Head-End.

3.8 The Broadcaster shall keep a complete and accurate record of the purpose for which any Viewing Card is provided to it by SSSL under this DCSA Agreement.

3.8.1 In respect of each Viewing Card which the Broadcaster forwards to a Head-End pursuant to Clause 3.6, such record shall include the following information:

- Card Number
- Broadcaster contact name
- Broadcaster contact telephone number
- Head-End company name
- Business address of Head-End where the Channel(s) is received
- Postcode of Head-End where the Channel(s) is received
- Telephone number of Head-End where the Channel(s) is received
- Professional Decoder type

This information (other than the Card Number) must be provided to SSSL at the time the Viewing Card is requested. No Viewing Card will be issued by SSSL unless the Broadcaster has provided this information.

3.8.2 In respect of each Viewing Card provided to the Broadcaster to enable the decryption and/or viewing of the Channel(s) for the purpose of monitoring, such record shall include the following information:

Card Number
Broadcaster contact name
Broadcaster contact telephone number
Monitoring facility company name
Business address of monitoring facility where the Channel(s) is received
Postcode of monitoring facility where the Channel(s) is received
Telephone number of monitoring facility where the Channel(s) is received
Whether PVR Functionality is enabled

This information (other than the Card Number) must be provided to SSSL at the time the Viewing Card is requested. No Viewing Card will be issued by SSSL unless the Broadcaster has provided this information.

- 3.9 During the Term, SSSL shall have the right upon reasonable notice to review the records kept by the Broadcaster pursuant to Clause 3.8 above and any other relevant information which the Broadcaster has, to ensure that Viewing Cards provided to the Broadcaster under this DCSA Agreement have been used by the Broadcaster for the purposes set out in Clause 3.1. SSSL shall only be entitled to exercise its rights in this Clause 3.9 once in any twelve month period unless SSSL reasonably believes (after conducting a review pursuant to this Clause or for other reasons) that Viewing Cards supplied pursuant to this DCSA Agreement have been used other than for the purposes set out in Clause 3.1 during the Term (in which case SSSL shall be entitled to exercise its rights under this Clause as it sees fit).
- 3.10 In the event that the Broadcaster no longer requires the Viewing Cards, it shall notify SSSL in writing and SSSL shall be entitled to disable the Viewing Cards and unless the Broadcaster is directed otherwise by SSSL, the Broadcaster shall use its best endeavours to return the Viewing Cards to SSSL within 60 days.
- 3.11 The Broadcaster warrants that it shall, at all times:
- 3.11.1 use the Viewing Cards in a manner compliant with this Clause 3 and Clause 5 below; and
 - 3.11.2 procure that any third parties provided with Viewing Cards shall comply with the obligations under this Clause 3 and Clause 5 below.
- 3.12 SSSL does not warrant that the Viewing Cards are, or will be, free from faults.
- 3.13 SSSL shall use its reasonable endeavours to supply Access Cards within 30 days of a written request therefor from the Broadcaster specifying the information set out in Clause 3.8.1 or 3.8.2, as appropriate.
- 3.14 Subject to Clause 3.15, SSSL shall, at the request of the Broadcaster:
- 3.14.1 provide the Broadcaster with Viewing Cards entitled to enable PVR Functionality; and/or
 - 3.14.2 activate Viewing Cards previously supplied to the Broadcaster pursuant to this DCSA Agreement, or any prior agreement between the parties for the supply of digital access cards for the purposes of monitoring and use at Head-ends, to enable PVR Functionality.

- 3.15 SSSL shall have no obligation to provide additional Viewing Cards with, or activate any existing Viewing Cards to enable, PVR Functionality if the Broadcaster already holds five (5) or more Viewing Cards entitled to enable PVR Functionality pursuant to this DCSA Agreement.
- 3.16 Viewing Cards shall, at all times, remain the property of SSSL notwithstanding any termination or expiry of this DCSA Agreement. The Broadcaster shall not tamper with a Viewing Card or use or allow it to be used in any way or for any purpose except as set out herein unless authorised by SSSL in writing.
- 3.17 The Broadcaster shall not use the Viewing Cards to record or view channels broadcast by third parties.
- 3.18 This Clause 3 shall not apply in respect of the supply of Viewing Cards for use with ProCAMs.

4. ENTITLEMENT OF ACCESS CARDS FOR USE WITH PROCAMS

- 4.1 Subject to Clause 4.2 below, SSSL shall:
- 4.1.1 at the request of the Broadcaster, entitle one or more Access Cards that SSSL has supplied to the Broadcaster under the terms of a ProCAM Agreement, to enable the decryption and viewing of one or more Channel(s) for the purposes of monitoring only; and
- 4.1.2 at the request of the Broadcaster, and following confirmation in writing from the relevant Head-End, entitle one or more Access Cards that SSSL has supplied to the Head-End under the terms of a ProCAM Agreement, to enable the decryption of one or more Channel(s) for the purposes of re-transmission only.
- 4.2 Entitlement of Access Cards pursuant to Clause 4.1 shall be subject to a cap of eight channels per Access Card.
- 4.3 The Broadcaster shall keep a complete and accurate record of the Channel(s) that it has requested SSSL entitle on Access Cards held by the Broadcaster or at Head-Ends under this Clause 4 including:

The ProCAM ID
Access Card number
A list of the Channels entitled on each Access Card
If applicable, the Head-End company name, business address and telephone number.

- 4.4 During the Term, SSSL shall have the right upon reasonable notice to review the records kept by the Broadcaster pursuant to Clause 4.3 above and any other relevant information which the Broadcaster has, to ensure that Access Cards entitled pursuant to this Clause 4 have been used for the purposes set out in Clause 4.1 only. SSSL shall only be entitled to exercise its rights in this Clause 4.4 once in any twelve month period unless SSSL reasonably believes (after conducting a review pursuant to this Clause or for other reasons) that Access Cards entitled pursuant to this Clause 4 have been used other than for the purposes set out in Clause 4.1 during the Term (in which case SSSL shall be entitled to exercise its rights under this Clause as it sees fit).
- 4.5 In the event that the Broadcaster no longer wishes an Access Card provided pursuant to a ProCAM Agreement to be entitled to enable the decryption of its Channel(s), it shall notify SSSL in writing, specifying:

The ProCAM ID

Access Card number
A list of the Channels to be disentitled
If applicable, the Head-End company name, business address and telephone number.

- 4.6 SSSL shall use its reasonable endeavours to entitle or disentitle (as appropriate) Access Cards in accordance with this Clause 4 within 30 days of a written request therefor from the Broadcaster specifying the information set out in Clause 4.3 or Clause 4.5 (as appropriate).

5. TRANSMISSION OF THE CHANNELS

- 5.1 In the event of any material interference with the transmission by it of the Channel(s), the Broadcaster shall, as soon as is reasonably practicable thereafter, notify SSSL and use its reasonable endeavours to rectify the same as soon as reasonably practicable.

- 5.2 The Broadcaster shall at its own cost obtain, install, operate and maintain (or procure the obtaining, installation, operation and maintenance of):

5.2.1 All equipment, facilities, licences and permissions (whether regulatory, copyright, contractual or otherwise) in connection with the encoding, multiplexing, transmission, uplinking, transponder capacity, broadcasting and content of and for the Channel(s); and

5.2.2 If applicable, all licences and permissions (of a regulatory nature) for the transmission by or on behalf of the Broadcaster of the SSSL's conditional access datastream (but not the technical content) with the satellite signals for the Channel(s).

- 5.3 The Broadcaster shall indemnify SSSL in respect of any and all claims, damages, costs, expenses and other liabilities whatsoever arising directly or indirectly in connection with the content of the Channel(s) (including but not limited to claims for defamation and infringement of any other person's Intellectual Property Rights).

6. CHARGES

- 6.1 Subject to Clause 6.4, the Broadcaster shall pay to SSSL the sum of £30 for each Viewing Card supplied under Clause 3.1. Where a Viewing Card is proven to be faulty due to an inherent defect or damage prior to delivery to the Broadcaster, it will be replaced free of charge provided that the original Viewing Card is returned to SSSL.

- 6.2 SSSL shall invoice the Broadcaster the full cost of the Viewing Cards in arrears and the Broadcaster shall pay SSSL's invoices in cleared funds within thirty (30) days of the date of the invoice (the "due date").

- 6.3 SSSL shall issue invoices to the email address specified in Annex A. The Broadcaster may change the email address for invoices by service of written notice on SSSL.

- 6.4 SSSL's charges, specified in Clause 6.1, are exclusive of VAT which shall, where applicable, be paid by the Broadcaster at the prevailing rate and in the manner prescribed by law at the date of invoice.

- 6.5 No charges shall apply in respect of:

6.5.1 the enabling of PVR Functionality for Viewing Cards that the Broadcaster requests are so enabled in accordance with Clause 3.14; or

- 6.5.2 entitlements and disentitlements made at the request of the Broadcaster in accordance with Clause 4.
- 6.6 SSSL shall be entitled, upon service of not less than 3 months' notice, to vary the charges specified in Clause 6.1 to the then prevailing rates charged by SSSL to broadcasters of comparable television services for the supply of Viewing Cards for distribution to Head-Ends or use in monitoring.
- 6.7 The Broadcaster shall pay each and every invoice issued to it in relation to the provision of Viewing Cards by way of electronic transfer and in cleared funds by no later than 3pm (GMT) on its due date into such bank account as notified by SSSL to the Broadcaster from time to time. For the avoidance of doubt, SSSL shall not accept payment by any means other than electronic transfer in cleared funds into the bank account notified to the Broadcaster.

7. TERMINATION

- 7.1 Either party may terminate this DCSA Agreement by service on the other party of:
- 7.1.1 notice in writing having effect forthwith, if the other party shall become insolvent or have an administrator or administrative receiver appointed over the whole or any part of its assets or go into liquidation (whether compulsory or voluntary) otherwise than for the purposes of amalgamation or reconstruction or shall make any agreement with its creditors or have any form of execution or distress levied upon its assets or cease to carry on business;
- 7.1.2 not less than 30 days' notice in writing specifying a material or persistent breach by the other party of a material obligation that is capable of remedy and requiring that the breach is remedied, provided that the breach is not remedied during such notice period. Without prejudice to the generality of this Clause 7.1.2, the Broadcaster shall be considered to be in material and persistent breach of a material obligation if it fails to pay any invoice issued by SSSL in accordance with Clause 6 within ninety (90) days of its due date;
- 7.1.3 notice in writing having effect forthwith specifying a material or persistent breach by the other party of a material obligation which is not capable of remedy; or
- 7.1.4 notice in accordance with Clause 9.5.
- 7.2 The Broadcaster may terminate this DCSA Agreement in respect of any Channel by service on SSSL of not less than ninety (90) days' notice in writing at any time.
- 7.3 This DCSA Agreement shall terminate automatically in respect of a particular Channel(s) in the event that SSSL ceases to provide conditional access services for the digital satellite DTH version of the Channel(s).
- 7.4 Those provisions of this DCSA Agreement which by their nature were intended to continue after termination of this DCSA Agreement (including, to the extent relevant, Clauses 7 (Termination), 8 (Security), 9 (Force Majeure), 10 (Liability), 11 (Confidentiality), 12 (Notices) and 13 (General)) shall continue in full force and effect notwithstanding the termination or expiry of this DCSA Agreement.

8. SECURITY

- 8.1 If there are security measures which it is reasonably necessary for the Broadcaster (as a broadcaster) to effect and maintain in order to safeguard the Technology and prevent use of the Technology by any unauthorised person the Broadcaster will effect and maintain

such measures (including, without limitation, any such security measures reasonably required by SSSL) at its own cost.

- 8.2 The Broadcaster shall, from time to time, promptly take such actions as SSSL may reasonably request to prevent or reduce piracy. Such actions shall be at SSSL's expense except where the risk of piracy is due to an act, omission or procedure of the Broadcaster when these actions shall be taken at the expense of the Broadcaster.
- 8.3 The Broadcaster may, at any time, request SSSL (and SSSL shall comply) to disable the viewing of the Channel(s) or refuse to replace any Viewing Cards with one which enables the viewing of the Channel(s) where the Broadcaster reasonably considers such action to be necessary to prevent piracy or to protect the security of any technology or any intellectual property rights of any third party (whether licensed to the Broadcaster or otherwise).
- 8.4 SSSL may, at any time, disable or refuse to replace any Viewing Cards (without liability to the Broadcaster or any third party) where it is necessary to prevent piracy or to protect the security of the Technology.
- 8.5 Unless specifically directed by SSSL under Clause 8.2 the Broadcaster shall, subject to section 50B of the Copyright, Designs and Patents Act 1988 (the "Act"), neither copy, alter or modify the whole or any part of the Technology nor merge any part of the Technology with any software, nor decompile, disassemble or reverse engineer the object code of the Technology nor attempt to do any of these things. The Broadcaster confirms that, as at the date hereof, it has readily available to it the information necessary to achieve the permitted objective as defined in Section 50B 2(a) of the Act.

9. FORCE MAJEURE

- 9.1 Subject to Clauses 9.2, 9.3 and 9.4 any delay or failure to perform an obligation under this DCSA Agreement by a party (the "affected party") shall not constitute a breach of this DCSA Agreement to the extent that it is caused by an event of Force Majeure.
- 9.2 The affected party shall promptly notify the other party in writing of the estimated extent and duration of the inability to perform its obligations.
- 9.3 Upon the cessation of the event of Force Majeure, the affected party shall promptly notify the other party in writing of such cessation.
- 9.4 The affected party shall use all reasonable endeavours to mitigate the effect of each event of Force Majeure.
- 9.5 If, following three months from the date of notification under Clause 9.2, the event of Force Majeure persists, the unaffected party may forthwith terminate this DCSA Agreement by service of notice in writing on the affected party.

10. LIABILITY

- 10.1 Neither party excludes or limits liability to the other party for death or personal injury or under Clause 8.5.
- 10.2 Subject to Clause 10.1, neither party shall be liable to the other in contract, tort (including negligence and breach of statutory duty) or otherwise for indirect or consequential loss or damage. For these purposes, the expression "indirect or consequential loss or damage" shall include but not be limited to loss of revenue, profit, anticipated savings or business.
- 10.3 SSSL shall not be liable under this DCSA Agreement in respect of any of the following:

- 10.3.1 any defect in a Set Top Box and/or other receiving equipment used by the Broadcaster;
 - 10.3.2 any defect in a Viewing Card attributable to any manufacturing error or any unauthorised use of, or tampering with, such cards, negligence by the Broadcaster or failure by the Broadcaster to follow user instructions;
 - 10.3.3 any use by the Broadcaster of a Viewing Card with any apparatus that SSSL has not approved for use with the Sky digital satellite platform; and
 - 10.3.4 any use by the Broadcaster of a Viewing Card with any apparatus of which SSSL has not completed testing.
- 10.4 The Broadcaster hereby undertakes to indemnify SSSL fully in respect of any and all losses, claims, damages, costs and/or expenses reasonably incurred by SSSL as a result of any use of the Viewing Cards by the Broadcaster contrary to the terms of this DCSA Agreement. The Broadcaster hereby acknowledges that the use of the Viewing Cards at any Commercial Premises, Retail Premises or Residential Premises except as set out in Clauses 3.1 and 3.8 of this DCSA Agreement may result in substantial loss to SSSL. For the avoidance of doubt this indemnity shall not be subject to the limitation of liability in Clause 10.5 of this DCSA Agreement.
- 10.5 Subject to Clauses 10.1, 10.2, 10.3 and 10.4 the liability of each party to the other in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this DCSA Agreement other than in accordance with Clause 5.3 shall be limited to:
- 10.5.1 one hundred thousand pounds (£100,000) for any one incident or series of events arising from a single incident; and
 - 10.5.2 five hundred thousand pounds (£500,000) for all incidents in any twelve month period.
- 10.6 Should any limitation or provision contained in this Clause 10 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted.
- 10.7 All warranties and conditions implied by statute, common law or otherwise, (including but not limited to fitness for purpose) and not explicitly granted herein, are hereby excluded to the extent permitted by law.
- 10.8 SSSL shall only be able to claim under the indemnity in Clause 10.4 provided that SSSL:
- 10.8.1 gives notice to the Broadcaster of any claim against SSSL which would be covered by the indemnity in Clause 10.4 as soon as reasonably practicable upon becoming aware of the same; and
 - 10.8.2 at the Broadcaster's request, which shall be made within ten (10) working days of any notice given pursuant to Clause 10.8.1, and subject to the Broadcaster satisfying SSSL that it will have the necessary financial resources to satisfy the claim in the event that the claim is successful, gives the Broadcaster sole conduct of the defence to and any negotiations in connection with any such claim ("Sole Conduct of the Broadcaster's Defence").
- 10.9 The Broadcaster shall, as soon as reasonably practicable after accepting Sole Conduct of the Broadcaster's Defence and the negotiations under Clause 10.8.2, take over conduct of the defence to and any negotiations in connection with the claim and any action or litigation that may arise in relation thereto.

- 10.10 Provided that the Broadcaster has accepted Sole Conduct of the Broadcaster's Defence and the negotiations under Clause 10.8.2 (and has agreed by way of notice to SSSL to take over Sole Conduct of the Broadcaster's Defence), SSSL shall not at any time admit liability or otherwise attempt to settle or compromise the said claim except upon the express instruction of the Broadcaster and shall give to the Broadcaster, at the Broadcaster's cost, such assistance as it is reasonable to require in respect of the conduct of the said defence and/or negotiations.

11. CONFIDENTIALITY

- 11.1 Subject to Clauses 11.2 and 11.3, in respect of Confidential Information disclosed by the other party, each party shall and shall procure that its officers, employees and agents shall:
- 11.1.1 only use such Confidential Information for the purposes of this DCSA Agreement;
 - 11.1.2 only disclose such Confidential Information to a third party with the prior written consent of the other party; and
 - 11.1.3 ensure that any third party, to which Confidential Information is disclosed under Clause 11.1.2, executes a confidentiality undertaking on the terms of this Clause 10.
- 11.2 The provisions of Clause 10.1 shall not apply to any Confidential Information which:
- 11.2.1 is in or comes into the public domain other than by default of the recipient party;
 - 11.2.2 is or has already been independently generated by the recipient party;
 - 11.2.3 is in the possession of or is known by the recipient party prior to its receipt from the disclosing party; or
 - 11.2.4 is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or (with the prior consent of the disclosing party, such consent not to be unreasonably withheld) to obtain or maintain any listing on a stock exchange.
- 11.3 Notwithstanding Clause 11.1, either party shall be entitled to disclose (subject to equivalent provisions of confidentiality as are set out in this Clause 11):
- 11.3.1 Confidential Information to its permitted sub-contractors when (and to the extent only) such disclosure is necessary for the performance by that party of its obligations under this DCSA Agreement; and
 - 11.3.2 details of the terms and performance of this DCSA Agreement to its Associated Companies, auditors, legal and other professional advisers who are bound by duties of confidentiality to the Broadcaster.

12. NOTICES

- 12.1 Any notice required or authorised by this DCSA Agreement must be given in writing and may be delivered (i) personally or (ii) by commercial messenger or courier service, or (iii) sent by email, or (iv) by prepaid, recorded, postal delivery.
- 12.2 Notices so given will be deemed to have been duly given and received as follows:

- (i) if delivered personally or by commercial messenger or courier service, or if sent by prepaid, recorded, postal delivery, upon delivery at the address of the relevant party as proven by a signed receipt;
- (ii) if sent by email, upon receipt by the recipient,

provided that, if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made outside of the hours of 0830 and 1730 on a working day in the place of delivery, such notice, demand or other communication will be deemed to be given or made on the next working day in such place.

12.3 Notwithstanding Clause 12.2, notices shall be deemed to have been duly given and received where all reasonable endeavours have been made to deliver the notice in accordance with this Clause 12 but such endeavours have been unsuccessful.

12.4 Notices addressed to SSSL shall be addressed to:

Channels and Operations
Sky Subscribers Services Limited
Grant Way
Isleworth
Middlesex TW7 5QD

e-mail: Channels.Operations@sky.uk

12.5 Notices addressed to the Broadcaster shall be addressed as specified in Annex A.

12.6 SSSL and the Broadcaster may amend their address and email address specified in Clause 12.4 or in Annex A (respectively) by written notice to the other party.

13. CHANGES TO THIS DCSA AGREEMENT

13.1 SSSL reserves the right to update the terms of this DCSA from time to time by notice to the Broadcaster ("**Updated Terms**"). In exercising this right, SSSL shall provide the Broadcaster with reasonable notice before the Updated Terms become effective and shall ensure that the Broadcaster has a reasonable period within which to implement any necessary changes, taking into account the nature of the changes in the Updated Terms.

13.2 If the Broadcaster does not wish to accept the Updated Terms then it may terminate this DCSA Agreement by providing notice to SSSL, such notice to be provided within thirty (30) days of SSSL's initial notification, to be effective on the date that the Updated Terms become effective. If SSSL decides not to implement the Updated Terms, then such notice of termination will be void.

14. GENERAL

14.1 **Information and assistance:** Each party shall promptly supply to the other such information and assistance as the other may reasonably request to enable it to perform its obligations under this DCSA Agreement. Each party shall ensure that information provided to the other party in accordance or in connection with this DCSA Agreement is correct to the best of its knowledge at the time of such provision.

14.2 **Counterparts:** This DCSA Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this DCSA Agreement.

- 14.3 **Waiver:** The rights of each party under this DCSA Agreement are cumulative with, and not exclusive of, rights or remedies provided by law. The rights of each party under this DCSA Agreement may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this DCSA Agreement is not a waiver of that right.
- 14.4 **Severability:** If any term of this DCSA Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- (i) the legality, validity or enforceability in that jurisdiction of any other term of this DCSA Agreement; or
 - (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of this DCSA Agreement.

For the avoidance of doubt, neither party shall be in breach of this DCSA Agreement for failure to perform its obligations or observe the provisions of this DCSA Agreement where to do so would place such party in breach of any applicable law, regulation, code of practice or similar instrument of any competent regulator.

- 14.5 **Third Party Rights:** A person who is not a party to this DCSA Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, but this shall not affect any right or remedy of a third party, which exists or is available apart from that Act.
- 14.6 **Entire Agreement:** Save in the case of fraudulent misstatement or fraudulent misrepresentation, each party acknowledges that:
- (i) this DCSA Agreement constitutes the entire and only agreement between the parties relating to the supply of Viewing Cards for monitoring purposes or use at Head-Ends and supersedes all previous agreements, understandings or commitments between the parties or representations made by either party whether oral or written with respect to such supply of Viewing Cards; and
 - (ii) it has not been induced to enter into this DCSA Agreement in reliance on, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever in respect of the subject matter of this DCSA Agreement, other than as expressly set out in this DCSA Agreement and, to the extent that either party has been so induced, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to the same.

- 14.7 **Freedom of Information:** SSSL recognises that the Broadcaster may be required to release information under the Freedom of Information Act 2000 ("FOIA"), and that such obligations may extend to information which is held by the Broadcaster or by another person on behalf of the Broadcaster. The parties agree that if the Broadcaster receives a request under the FOIA to disclose Confidential Information (in respect of which the Broadcaster is a recipient party for the purposes of this DCSA Agreement), it shall: (a) promptly notify SSSL, and (b) consult with SSSL prior to disclosing such Confidential Information, provided that nothing in this Paragraph shall require the Broadcaster to do anything which would be in breach of the FOIA or which would be inconsistent with the Lord Chancellor's Code of Practice on the Discharge of Public Authorities issued pursuant to section 45 of the FOIA.

- 14.8 **Bribery:** Each party will not, and nor will any of its officers, employees, shareholders, representatives or agents, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under this DCSA Agreement) with respect to any matters which are the

subject of this DCSA Agreement which: (i) would violate any anti-corruption laws or regulations applicable to the Broadcaster or Sky; (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper. Without prejudice to Clause 7 (Termination), in the event Sky reasonably suspects there to have been a breach of this clause 13.8, Sky may terminate this DCSA Agreement immediately upon giving notice in writing to the Broadcaster.

- 14.9 **Law and Jurisdiction:** This DCSA Agreement shall be governed and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 14.10 **Other:** the parties hereby agree to comply with any other provisions set out in Annex A.

SCHEDULE 1

DEFINITIONS

In this DCSA Agreement, the following words and expressions shall have the meanings ascribed herein.

"Access Card"	A smart card, supplied by SSSL, containing certain elements of the Technology which, when inserted in a Set Top Box or Professional Decoder or ProCAM and then activated, will enable the descrambling of the digital satellite transmissions encrypted utilising the Technology for which that smart card has been entitled.
"ASI"	Asynchronous serial interface.
"Associated Company"	In the case of either party, any subsidiary and holding company and any subsidiary of such holding company (and "holding company" and "subsidiary" are defined in Section 1159 of the Companies Act 2006).
"Channel(s)"	The channel(s) specified in Annex A which are: (i) channel(s) broadcast by the Broadcaster and distributed by Sky; and/or (ii) broadcast and/or distributed by the Broadcaster in respect of which SSSL provides conditional access services for the digital satellite DTH version of such channel(s).
"Commercial Premises"	Any premises other than an individual's private home and Retail Premises and shall include, without limitation public houses, private clubs, restaurants, sports bars, hotel bars, hotels, motels, guest houses, boarding houses, offices, shops or other retail premises, educational institutions, work, sports and social clubs, sports clubs, sports/leisure centres, government correctional institutions, hospitals, nursing and care homes, oil rigs or other premises used as offices or for other business purposes.
"Confidential Information"	All information (whether written or oral) designated as such by either party together with all such other information which relates to the business, affairs, customers, products, developments, trade secrets, technology, intellectual property, know-how and personnel of either party which may reasonably be regarded as the confidential information of the disclosing party including, without limitation, information relating to programme content or schedules.
"DocuSign"	DocuSign is a provider of electronic signature software that facilitates the secure exchange and completion of contracts and other legal documents

by allowing an authorised person to sign a document electronically on behalf of a party to that document.

“Force Majeure”

Any cause beyond a party's control affecting the performance by that party of its obligations hereunder including but not limited to acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government or regulatory authority, industrial disputes of any kind (not involving that party's employees), fire, flood, lightning, explosion, subsidence, transmission and/or uplink and/or satellite failure or degradation and acts or omissions of persons or bodies beyond the control of the affected party.

“Front Sheet”

the Front Sheet to the Platform Services Master Agreement.

“Head End(s)”

Such satellite, cable, broadband, digital terrestrial, mobile telephony, IPTV and multi-channel multipoint distribution service head-ends as are agreed, acting reasonably, between SSSL and the Broadcaster from time to time.

“HD-SDI”

High definition serial digital interface as defined in SMPTE 292M

“Intellectual Property Rights”

patents, trade marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations whether registrable or not in any country.

“IP”

Internet protocol.

“Professional Decoder”

Apparatus with an integrated conditional access module incorporating the Technology, with an inserted Access Card and intended for professional use to descramble a single service transmitted via digital satellite and encrypted utilising the Technology (and which may incorporate analogue, ASI, SDI, HD-SDI and/or IP outputs) which SSSL has approved for use with the Sky digital satellite platform at the Head-End or Broadcaster's monitoring facilities in question.

“Professional Descrambler”

Apparatus which has been integrated with a ProCAM incorporating the Technology, with an inserted Access Card and intended for professional use to descramble multiple services transmitted via digital satellite and encrypted utilising the Technology (and which may incorporate analogue, ASI, SDI, HD-SDI and/or IP outputs) which SSSL has approved for use with the Sky digital satellite platform at the Head-End or Broadcaster's monitoring facilities in

	question.
“ProCAM	Professional Conditional Access Module: a hardware device approved by SSSL for use with the Sky Digital Satellite platform and incorporating the Technology, which when attached to a Professional Descrambler and with a paired Access Card inserted, is intended for professional use to descramble digital satellite transmission encrypted utilising the Technology (and which may incorporate analogue, ASI, SDI, HD-SDI and/or IP outputs).
“ProCAM Agreement”	An Agreement for the Supply of ProCAMs and Access Cards between either (i) SSSL and the Broadcaster or (ii) SSSL and a Head-End.
“PVR Functionality”	Personal video recorder functionality.
“Replacement Card”	A replacement Access Card or Spare Card which is provided, during the life cycle of a card population containing particular algorithms, to replace an Access Card or Spare Card which has been lost, stolen or damaged or which is provided on the swap out by SSSL of active Viewing Cards containing particular algorithms.
“Residential Premises”	Premises occupied as a private dwelling house or other place of domestic residence but not, for the avoidance of doubt, any premises which are Commercial Premises or Retail Premises.
“Retail Premises”	A retail outlet authorised by SSSL to supply, take orders for or otherwise advertise Set Top Boxes to the public
“SDI”	Serial digital interface as defined in SMPTE 259M.
“Set Top Box”	A viewer terminal system (whether or not integrated into a TV set) intended primarily for domestic use and which is compatible with the Technology and therefore capable of descrambling direct to home digital satellite transmissions encrypted utilising the Technology, and which may also be equipped to provide PVR Functionality.
“Sky”	Sky UK Limited, a company incorporated under the laws of England and Wales with registered number 2906991.
“Spare Card”	An Access Card which is kept at a Head-End or a monitoring facility but is only used to enable re-transmission of the Channel(s) from the Head-End or monitoring of the Channel(s) if the principal Access Card used for this purpose develops a fault.
“Technology”	All software, hardware, other equipment and procedures (including the Viewing Cards and software comprised in the same) used in the

“Viewing Card(s)”

provision by SSSL of conditional access services.

Access Cards, Spare Cards and/or Replacement Cards.

SCHEDULE 2

TERMS AND CONDITIONS FOR CARD USE – HEAD ENDS

These are the Terms and Conditions which govern the use by you of any Access Cards, supplied by the Channel Provider, to enable you, the operator, to descramble its channels which you distribute over your system. These Terms and Conditions are sent to you by the Channel Provider acting as agent for Sky Subscribers Services Limited (“SSSL”). References to “we” or “us” in these Terms and Conditions shall read as references to SSSL. You may only use the Access Cards if you accept these Terms and Conditions. By using any Access Card you will be deemed to have accepted these Terms and Conditions.

1. **DEFINITIONS**

- 1.1 **Access Card:** A smart card which when inserted in a Professional Decoder will descramble and enable viewing of digital satellite transmissions encrypted by way of the conditional access system operated by SSSL (including any spare or replacement Access Cards).
- 1.2 **Channel Provider:** The broadcaster whose channel(s) are broadcast by way of digital satellite transmissions encrypted using the conditional access system operated by SSSL and whose channel(s) you distribute over your system and who has, acting as SSSL’s agent, supplied the Access Card to you.
- 1.3 **Head Ends:** Such cable, broadband, digital terrestrial, mobile telephony, IPTV and multi-channel multipoint distribution service head-ends as are agreed between SSSL and the Channel Provider from time to time.
- 1.4 **Professional Decoder:** Apparatus with an integrated conditional access module incorporating the conditional access system operated by SSSL intended for professional use to descramble digital satellite transmissions encrypted utilising the conditional access system operated by SSSL (and which may incorporate analogue, ASI, SDI, HD-SDI and/or IP outputs) which SSSL has approved for use with the Sky digital satellite platform at the Head End in question.
- 1.5 **SSSL:** Sky Subscribers Services Limited, a company established under the laws of England with registered number 2340150.

2. **ACCESS CARD**

- 2.1 The Access Card acts as a key which will enable you to descramble channels which you re-distribute over your system. Possession of an Access Card in itself does not grant you any right to receive any service(s) or distribute them over your system.
- 2.2 The Access Card shall at all times remain the property of SSSL. You must return the Access Card to us if and when requested by us.
- 2.3 The Access Card provided to you is for your sole use. The Access Card must not be used by any other person. You can only use the Access Card at the Head End whose address you have given the Channel Provider.
- 2.4 If you give the Access Card to someone else, we shall be entitled to disable the Access Card.

- 2.5 You must not tamper with the Access Card or use it for any purpose other than those expressly authorised by SSSL or the Channel Provider.
- 2.6 The Access Card must be kept in your Professional Decoder at all times. You must keep the Professional Decoder connected to a mains supply and suitable satellite feed when not in use.
- 2.7 You will take all such actions as we, or the Channel Provider, reasonably request from time to time in order to reduce or prevent piracy.
- 2.8 We shall be entitled to disclose your name, address and the service you receive via the Access Card as part of the proper administration of the Sky digital satellite platform.

3. SOFTWARE UPDATES

- 3.1 Where any Professional Decoder has the requisite functionality, you must allow us to update the software in that Professional Decoder by sending additional signals to it via satellite. You acknowledge and accept that the process of updating such software may, from time to time, interfere with the normal operation of the Professional Decoder. The software in such Professional Decoders remains, as between you and us, the property of SSSL.
- 3.2 Where any Professional Decoder does not have the functionality to enable its software to be updated by the sending of additional signals via satellite, you may be required, from time to time, to have the software in the Professional Decoder updated by the manufacturer of the unit in order to ensure continued and correct operation. You will comply with any such instruction to have such software updated and all such updates shall be at your sole cost and expense.

4. HOW LONG THE CARD IS VALID FOR

- 4.1 For security reasons, the Access Card will be replaced from time to time. We will inform your Channel Provider when relevant Access Cards are to be replaced.
- 4.2 We shall be entitled to disable the Access Card at any time:
 - 4.2.1 to protect the security of the conditional access system; or
 - 4.2.2 if we have reasonable grounds to believe that you are using the Access Card in ways other than those properly authorised by us; or
 - 4.2.3 where it is otherwise reasonable for us to do; or
 - 4.2.4 if requested to do so by the Channel Provider.

5. LOST, STOLEN OR MALFUNCTIONING ACCESS CARDS

- 5.1 If the Access Card is lost, stolen or damaged, you must inform the Channel Provider immediately. You may be required to return any malfunctioning or damaged Access Card to us.

- 5.2 If the Access Card does not work, you must inform the Channel Provider immediately. We will disable any Access Card that you say does not work or is otherwise replaced.
- 5.3 We shall not be liable for any fault in the Access Card, but on request from the Channel Provider will provide a replacement card to the Channel Provider for supply to you. This shall be SSSL's sole liability in respect of any faulty Access Card.

6. LIABILITY

- 6.1 We will not be liable for (and you will indemnify us for any liability incurred in respect of):
- 6.1.1 any fault in a Professional Decoder or other receiving equipment you use;
 - 6.1.2 any fault in the Access Card caused by you tampering with it, your negligence or failure to follow our instructions;
 - 6.1.3 use of an Access Card with any descrambling apparatus which SSSL has not confirmed as appropriate;
 - 6.1.4 any loss or damage cause by us or our employees or agents in circumstances where:-
 - (i) there is no breach of a legal duty of care owed to you by us or our employees or agents;
 - (ii) such loss or damage is not a reasonably foreseeable result of any such breach;
 - 6.1.5 any increase in loss or damage which results from the breach by you of any terms of these Terms and Conditions;
 - 6.1.6 any loss of service caused by the updating of software in the Professional Decoder;
 - 6.1.7 any costs associated with the updating of software in those Professional Decoders which do not have the functionality to have their software updated by the sending of additional signals via the satellite;
 - 6.1.8 any indirect or consequential loss or damage.

- 6.2 Subject to Paragraph 6.1, above the liability of each party to the other in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with these Terms & Conditions shall be limited to:
- 6.2.1 one hundred thousand pounds (£100,000) for any one incident or series of events arising from a single incident; and
 - 6.2.2 five hundred thousand pounds (£500,000) for all incidents in any twelve month period.
- 6.3 Should any limitation or provision contained in this Paragraph 6 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted.

7. TERRITORY

- 7.1 The Access Card must be used only in accordance with the territorial restrictions notified to you from time to time in writing by the Channel Provider.
- 7.2 Any change of address to the Head End at which the Access Card is being used must be notified immediately to the Channel Provider.

8. GOVERNING LAW

- 8.1 These Terms and Conditions are governed and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.