

**SSSL'S STANDARD TERMS FOR THE PROVISION OF CONDITIONAL ACCESS AND/OR
REGIONALISATION SERVICES FOR NON-PAY TV CHANNELS**

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1. DEFINITIONS AND INTERPRETATION

- 1.1 The words and expressions set out in Schedule 1 shall have the meanings ascribed therein.
- 1.2 References in this Non-Pay TV CA Agreement to “SSSL” and the “Broadcaster” shall include their respective employees, agents and permitted assigns.
- 1.3 Headings are included for ease of reference only and shall not affect the interpretation or construction of this Non-Pay TV CA Agreement.
- 1.4 References to Clauses, Schedules and Annexes are, unless otherwise provided, references to Clauses of and Schedules and Annexes to this Non-Pay TV CA 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.
- 1.6 Without prejudice to Clause 9.7, references in this Non-Pay TV CA Agreement to the “Channel” or to a “Channel” shall be deemed to be separate, several references to each of the Channels listed at any time in Annex A. Without limitation to the generality of the foregoing, this shall mean that Charges shall be payable per Channel, and Service Credits shall be awarded per Channel.

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 SERVICES

- 3.1 SSSL shall provide the Broadcaster with the Services specified in Annex A, in respect of the specified Channels. Such Services are further described in Schedule 2. This Non-Pay TV CA Agreement does not entitle the Broadcaster to receive any services in respect of any Channel other than those Services described in Schedule 2 and specified in Annex A as being provided in respect of that Channel.
- 3.2 The Broadcaster shall comply with its relevant obligations in connection with the Services set out in Schedule 2.

4. SERVICE LEVELS AND SERVICE FAILURES

- 4.1 SSSL shall provide the Services to the Broadcaster:
- (i) to substantially the same standard as it provides such services to Third Parties; and
 - (ii) materially in accordance with the Technical Specifications.
- 4.2 SSSL does not warrant that the Services shall be free from error or fault.
- 4.3 SSSL shall use all reasonable endeavours to correct all faults with the Services as soon as practicable and in accordance with accepted satellite television engineering practices.
- 4.4 In the event of any Service Failure, SSSL shall credit the Broadcaster with Service Credits calculated in accordance with Schedule 4.
- 4.5 The aggregate value of all Service Credits which shall be payable to the Broadcaster as a consequence of or in connection with Service Failures occurring in any calendar month during the Term shall be capped at one hundred cent (100%) of the Charges payable by the Broadcaster under Clause 7 in respect of the affected Channel in respect of that calendar month.
- 4.6 The remedies set out in Clauses 4.4, 4.5 and 9.2(ii) (and Schedule 4, as appropriate) shall be the Broadcaster’s only remedies as a consequence of or in connection with any Service Failure and shall be in full and final settlement of any liability of SSSL to the Broadcaster arising as a consequence of or in connection with any Service Failure.

- 4.7 SSSL shall, on request, provide a written report to the Broadcaster in respect of any Service Failure, detailing its length, nature, known cause(s) and action taken to fix the Service Failure. Such report shall be sent to the Broadcaster within sixty (60) days of the Broadcaster's request.

5. CHANGES TO THE SERVICES

- 5.1 SSSL reserves the right to update the terms of this Non-Pay TV CA Agreement 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.
- 5.2 If the Broadcaster does not wish to accept the Updated Terms then it may terminate this Non-Pay TV CA 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.

6. USE OF THE SERVICES

- 6.1 The Broadcaster shall comply with (or procure compliance with) the Technical Specifications.
- 6.2 The Broadcaster shall (at its own cost) obtain, install, operate and maintain (or shall procure the obtaining, installation, operation and maintenance of):
- (i) all equipment (including, without limitation, an Approved Adaptation Hub), 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; and
 - (ii) all applicable licences and permissions (of a regulatory nature or otherwise) for the transmission by or on behalf of the Broadcaster of the Platform Datastream with the Channel.
- 6.3 In the event of any material interference with or failure in the transmission of the Channel, the Broadcaster shall, as soon as is reasonably practicable, notify SSSL and use its reasonable endeavours to rectify the same.
- 6.4 The Broadcaster shall comply with all legal and regulatory requirements (including any licensing requirements and applicable regulatory codes and directions issued from time to time by any competent regulatory authority) which arise in respect of the Channel.
- 6.5 The Broadcaster shall indemnify SSSL against all claims, damages, costs, expenses and other liabilities whatsoever arising directly or indirectly in connection with the content and/or the broadcast of the Channel (including, but not limited to, claims for defamation and infringement of any other person's Intellectual Property Rights).
- 6.6 SSSL shall only be able to claim under the indemnity in Clause 6.5 provided that SSSL:
- (i) gives notice to the Broadcaster of any claim against SSSL which would be covered by the indemnity in Clause 6.5 as soon as reasonably practicable upon becoming aware of the same; and
 - (ii) at the Broadcaster's request, which shall be made within ten (10) working days of any notice given pursuant to Clause 6.6(i), 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**").

- 6.7 The Broadcaster shall, as soon as reasonably practicable after accepting Sole Conduct of the Broadcaster's Defence and the negotiations under Clause 6.6(ii), 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.
- 6.8 Provided that the Broadcaster has accepted Sole Conduct of the Broadcaster's Defence and the negotiations under Clause 6.6(ii) (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.

7. CHARGES

- 7.1 The Broadcaster shall pay the Charges determined in accordance with this Clause 7. Any periodic Charges shall be payable in respect of the period from the Commencement Date (in respect of Channels for which the relevant Services were provided on or prior to the Commencement Date), or from the date that Services are first provided (in respect of any Channels for which Services are first provided after the Commencement Date and any additional new Channels to which this Non-Pay TV CA Agreement is applied by a variation in accordance with Clause 16.4) until expiry or earlier termination of this Non-Pay TV CA Agreement.
- 7.2 The Broadcaster shall pay the Charges published in SSSL's Published Price List, which may be varied by SSSL from time to time in accordance with this Clause 7.
- 7.3 SSSL may vary the Published Price List at any time either with immediate effect or on such date as it may specify, where SSSL considers that such variation is necessary in order for SSSL or any of its Associated Companies to comply with any regulatory obligation. SSSL must notify the Broadcaster of a variation to the Published Price List made in accordance with this Clause 7.3.
- 7.4 Intentionally deleted.
- 7.5 SSSL may also vary the Published Price List at any time on no less than ninety (90) days' written notice to the Broadcaster. Except in the circumstances specified below, SSSL does not intend to exercise its right to vary the Published Price List pursuant to this Clause 7.5 less than twelve (12) months after the preceding variation pursuant to this Clause 7.5, but nevertheless expressly reserves its right to do so at any time. The circumstances in which SSSL expects that it may be necessary to vary the Published Price List within twelve (12) months of a previous variation pursuant to this Clause 7.5 are where:
- (i) the Broadcaster makes material changes to the content on the Channel, the type and nature of the Channel, any services offered through the Channel or to the hours during which it broadcasts the Channel; or
 - (ii) there are material changes to any Services applied to the Channel (including the application or removal of Automatic Entitlement CA Services and/or Regionalisation Services).
- 7.6 The Broadcaster shall pay the Charges specified in Schedule 5 in respect of the Automatic Entitlement CA Services specified in Part B of Schedule 2 and any Services provided pursuant to Part C of Schedule 2.
- 7.7 The Charges are exclusive of VAT which shall be invoiced by SSSL and paid by the Broadcaster at the prevailing rate and in the manner prescribed by law at the date of invoice.
- 7.8 SSSL may invoice the Charges payable pursuant to Clause 7.2 monthly in advance. Such invoices may be issued up to forty-five (45) days prior to the commencement of the period to which the invoiced Charges relate. The Broadcaster acknowledges that the first invoice issued to it pursuant to this Non-Pay TV CA Agreement may cover a period of more than

one month. SSSL may invoice the Charges payable pursuant to Clause 7.7 in advance. SSSL shall issue all invoices under this Non-Pay TV CA Agreement to the address specified in Annex A. The Broadcaster may change the address for invoices by service of written notice on SSSL.

- 7.9 The Broadcaster shall pay each invoice (including, without limitation, the first invoice) rendered in accordance with this Clause 7 within 30 days of the date of the invoice (the "due date").
- 7.10 SSSL shall be entitled to charge interest on any sums which are overdue at the rate of 3% above the base rate from time to time of HSBC Bank plc from the due date until the date of payment in full, whether before or after any judgment. Such interest shall accrue and be calculated on a daily basis.
- 7.11 The Broadcaster expressly agrees that if any amounts are properly due and owing to SSSL pursuant to an agreement between the parties for the provision immediately prior to the Commencement Date of any Services in respect of the Channel, the failure to pay such amounts by their due date (as defined in the relevant prior agreement) shall be deemed to be a breach of this Non-Pay TV CA Agreement by the Broadcaster. SSSL's various rights and remedies in the event of a breach (including those remedies set out in Clause 9) shall apply as if the Broadcaster had failed to pay the relevant amount pursuant to this Non-Pay TV CA Agreement.
- 7.12 SSSL may at any time, on notice to the Broadcaster, set off any liability of the Broadcaster to Sky or SSSL arising under the Platform Services Master Agreement against any liability of Sky or SSSL to the Broadcaster (or its Associated Companies), whether any such liability is present or future, liquidated or unliquidated and whether arising under the Platform Services Master Agreement or any other agreement between the Broadcaster and Sky or SSSL in respect of the Channels. Any exercise by SSSL of its rights under this Clause 7.12 shall be without prejudice to any other rights or remedies available to Sky or SSSL arising under the Platform Services Master Agreement or under any other agreement between the Broadcaster and Sky or SSSL.
- 7.13 The Broadcaster shall comply with any additional payment, deposit or security requirements specified in this Non-Pay TV CA Agreement.

Deposit

- 7.14 If specified in Annex A, the Broadcaster shall pay to SSSL a deposit in respect of the Channel amounting to three (3) months' Charges including any applicable VAT ("the Deposit").
- 7.15 Subject to Clause 7.16 below, SSSL shall repay the Deposit, plus any interest payable to the Broadcaster pursuant to Clause 7.17, to the Broadcaster within thirty (30) days of expiry or earlier termination of this Non-Pay TV CA Agreement.
- 7.16 Any sums invoiced under this Non-Pay TV CA Agreement in accordance with Clause 7 which have not been paid by the Broadcaster shall be deducted from the Deposit before its repayment to the Broadcaster in accordance with Clause 7.15.
- 7.17 SSSL shall pay interest on the Deposit at the rate of 1% above the base rate from time to time of HSBC Bank plc from the date on which the Deposit is received by SSSL until the date of its repayment (in full or in part) in accordance with Clause 7.15. Such interest shall accrue and be calculated on an annual basis.
- 7.18 For the avoidance of doubt, nothing in this Clause shall affect the Broadcaster's obligation to pay all invoices issued in accordance with Clause 7 of this Non-Pay TV CA Agreement by their due date.

8. SECURITY

- 8.1 If there are security measures which it is reasonably necessary for the 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, in which case such actions shall be taken at the expense of the Broadcaster.
- 8.3 SSSL may, at any time, disable or refuse to replace any Access Card (without liability to the Broadcaster pursuant to this Non-Pay TV CA Agreement) where necessary to prevent piracy or to protect the security of the Technology.
- 8.4 Unless specifically directed by SSSL under Clause 8.2, the Broadcaster shall not 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, provided that nothing in this Clause shall prevent the Broadcaster from doing any thing expressly permitted by section 50B of the Copyright Designs and Patents Act 1988. 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 that Act.

9. TERMINATION

- 9.1 Either party may terminate this Non-Pay TV CA Agreement by service on the other party of:
- (i) 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 bona fide 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;
 - (ii) not less than thirty (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 period. Without prejudice to the generality of this Clause 9.1(ii), 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 7 within thirty (30) days of its due date;
 - (iii) 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
 - (iv) notice in accordance with Clause 10.6.
- 9.2 The Broadcaster may terminate this Non-Pay TV CA Agreement in respect of any Channel or Service by service on SSSL of:
- (i) not less than ninety (90) days' notice in writing at any time;
 - (ii) notice in writing taking effect forthwith in the event that any of the Service Credit caps specified in Clause 4.5 have been reached in respect of three (3) calendar months in any twelve (12) month period during the Term, provided that such notice is given within sixty (60) days of this right of termination arising; and
 - (iii) not less than seven (7) days' notice in writing taking effect on a date nominated by the Broadcaster in such notice where SSSL has first published its Published Price List, or has varied its Published Price List in accordance with Clause 7.3 or 7.5, and

such publication or variation (as the case may be) would result in the Broadcaster being liable for higher Charges in aggregate in respect of the Channel than it would have been liable for if such publication or variation had not been made, provided that termination pursuant to this Clause 9.2(iii) must take effect within ninety (90) days' of the relevant publication or notification of the variation by SSSL.

- 9.3 If the Broadcaster terminates this Non-Pay TV CA Agreement with respect to a given Channel or Service pursuant to Clause 9.2(iii), it shall be liable for the Charges applicable to the terminated Channel or Service immediately prior to the relevant publication or variation having effect, and shall not be liable for the higher Charges resulting from the relevant publication or variation. SSSL shall, to the extent necessary, credit the difference between such Charges if it has already invoiced the higher Charges prior to the service of notice by the Broadcaster pursuant to Clause 9.2(iii).
- 9.4 SSSL may terminate this Non-Pay TV CA Agreement (but in respect of Clauses 9.4(i) and 9.4(ii) below, such termination shall apply with respect to the affected Channel(s) only) by service on the Broadcaster of:
- (i) notice in writing taking effect forthwith in the event that the Broadcaster fails to broadcast the Channel in the Territory in accordance with the Broadcast Requirements for a continuous period of one (1) month;
 - (ii) notice in writing taking effect forthwith in the event that the broadcast licence specified in Annex A in respect of the Channel is cancelled, revoked, expires without being immediately renewed or replaced or, without prejudice to Clause 13, is transferred to any other entity;
 - (iii) notice in writing taking effect on a date nominated by SSSL in such notice, in the event that SSSL reasonably considers that any provision of this Non-Pay TV CA Agreement or any assumption underlying this Non-Pay TV CA Agreement may not be consistent (or may become inconsistent) with the regulatory obligations imposed on SSSL or an Associated Company, provided that after serving notice under this Clause 9.4(iii) SSSL shall give the Broadcaster reasonable notice of the terms (such terms being consistent with the regulatory obligations imposed on SSSL and its Associated Companies) on which SSSL offers to continue to provide the Services in respect of the Channel upon termination of this Non-Pay TV CA Agreement; or
 - (iv) notice in writing taking effect on a date nominated by SSSL in such notice where SSSL reasonably considers that, but for the existence of this Non-Pay TV CA Agreement, it would not be required to provide the Services to the Broadcaster in respect of the Channel.
- 9.5 Those provisions of this Non-Pay TV CA Agreement which by their nature were intended to continue after termination of this Non-Pay TV CA Agreement (including, to the extent relevant, Clauses 9 (Suspension and Termination), 10 (Force Majeure), 11 (Liability), 12 (Confidentiality), 14 (Publicity and Marketing), 15 (Notices) and 16 (General)) shall continue in full force and effect notwithstanding the termination or expiry of this Non-Pay TV CA Agreement.
- 9.6 Termination or expiry of this Non-Pay TV CA Agreement shall not operate as a waiver of any breach by a party of any of the provisions hereof and shall be without prejudice to any rights or remedies of either party which may arise as a consequence of such breach or which may have accrued hereunder up to the date of such termination or expiry.
- 9.7 The Broadcaster expressly acknowledges that if this Non-Pay TV CA Agreement is terminated pursuant to this Clause 9 in respect of any Channel, SSSL shall be entitled to cease to provide the Services in respect of that Channel forthwith.

10. FORCE MAJEURE

- 10.1 Subject to Clauses 10.2, 10.3 and 10.4, any delay or failure to perform an obligation under this Non-Pay TV CA Agreement by a party (the “affected party”) shall not constitute a breach of this Non-Pay TV CA Agreement to the extent that it is caused by an event of Force Majeure.
- 10.2 The affected party shall promptly notify the other party in writing of the estimated extent and duration of the inability to perform its obligations.
- 10.3 Upon the cessation of the event of Force Majeure, the affected party shall promptly notify the other party in writing of such cessation.
- 10.4 The affected party shall use all reasonable endeavours to mitigate the effect of each event of Force Majeure.
- 10.5 Where an event of Force Majeure affecting SSSL materially adversely affects the Services for no less than twenty four (24) consecutive hours, then SSSL shall credit to the Broadcaster a reasonable proportion (as determined solely by SSSL) of the Charges payable in respect of the period during which the event of Force Majeure persists. Such amount shall be credited within sixty (60) days of the cessation of the event of Force Majeure.
- 10.6 If, following three months from the date of notification under Clause 10.2, the event of Force Majeure persists, the unaffected party may forthwith terminate this Non-Pay TV CA Agreement by service of notice in writing on the affected party.
- 10.7 Without prejudice to the generality of Clause 10, neither party shall be in breach of this Non-Pay TV CA Agreement for failure to perform its obligations or observe the provisions of this Non-Pay TV CA 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.

11. LIABILITY

- 11.1 Neither party excludes or limits liability to the other party for death or personal injury.
- 11.2 Subject to Clause 11.1 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.
- 11.3 The Broadcaster’s liability pursuant to the indemnity in Clause 6.4 shall be unlimited. SSSL’s liability in the event of any Service Failure shall be limited as set out in Clause 4.5.
- 11.4 Subject to Clauses 11.1, 11.2 and 11.3, 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 Non-Pay TV CA Agreement shall be limited to:
- (i) two hundred and fifty thousand pounds (£250,000) for any one incident or series of events arising from a single incident; and
 - (ii) five hundred thousand pounds (£500,000) for all incidents in any twelve month period.
- 11.5 No party shall be liable to the other to the extent that any loss or damage arises or is increased as a result of any failure of any equipment or systems for which the other is responsible pursuant to this Non-Pay TV CA Agreement.
- 11.6 Should any limitation or provision contained in this Clause 11 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted.
- 11.7 All warranties, representations and conditions implied by statute, common law or otherwise, (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

12. CONFIDENTIALITY

- 12.1 Subject to Clauses 12.2 and 12.3, in respect of Confidential Information disclosed by the other party, each party shall and shall procure that its officers, employees and agents shall:
- (i) only use such Confidential Information for the purpose of performing this Non-Pay TV CA Agreement;
 - (ii) only disclose such Confidential Information to a third party with the prior written consent of the other party; and
 - (iii) ensure that any third party to which Confidential Information is disclosed under Clause 12.1(ii) or Clause 12.3(i) or 12.3(iii) executes a confidentiality undertaking on terms at least as strict as this Clause 12.
- 12.2 The provisions of Clause 12.1 shall not apply to any Confidential Information which:
- (i) is in or comes into the public domain other than by default of the recipient party;
 - (ii) is or has already been independently generated by the recipient party;
 - (iii) is in the possession of or is known by the recipient party prior to its receipt from the disclosing party; or
 - (iv) is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange.
- 12.3 Notwithstanding Clause 12.1, each of the Broadcaster and SSSL shall be entitled to disclose:
- (i) Confidential Information to its permitted sub-contractors when (and to the extent only) such disclosure is necessary for the performance by the relevant party of its obligations under this Non-Pay TV CA Agreement;
 - (ii) Confidential Information to Ofcom or any successor regulator which has primary responsibility for the regulation of conditional access services in the United Kingdom (whether or not Clause 12.2 applies); and
 - (iii) details of the terms and performance of this Non-Pay TV CA Agreement to its Associated Companies, auditors, legal and other professional advisers who are bound by duties of confidentiality.

13. ASSIGNMENT, TRANSFER AND OTHER DEALINGS

- 13.1 The Broadcaster shall not assign, transfer, charge or otherwise deal with the whole or any part of this Non-Pay TV CA Agreement or its rights or obligations hereunder without the prior written consent in writing of SSSL. The Broadcaster shall request such consent no less than twenty eight (28) days prior to the proposed assignment, transfer, charge or other dealing. Subject to Clause 13.2, SSSL shall not unreasonably withhold or delay its consent under this Clause 13.1.
- 13.2 In the event of a proposed transfer or assignment of this Non-Pay TV CA Agreement, SSSL may, without limitation, require as a condition of giving its consent that the parties and the third party transferee or assignee enter into a deed of novation on terms acceptable to SSSL. Such terms may include a requirement that the relevant EPG services agreements in respect of the Channels are transferred to the transferee or to an entity in the same wholly owned group as the transferee.
- 13.3 SSSL may assign, transfer, charge or otherwise deal with the whole or any part of this Non-Pay TV CA Agreement or its rights or obligations hereunder.

14. PUBLICITY AND MARKETING

- 14.1 Subject to Clause 14.2 and save as required by law or regulation, neither party shall directly or indirectly make any press release or statement to the press, radio, television or other

media in any way connected with the subject matter of this Non-Pay TV CA Agreement except with the prior written consent of the other which shall not be unreasonably withheld.

- 14.2 SSSL and its Associated Companies may refer to the Broadcaster and may use the Broadcaster's trade marks, channel names and service marks (the "Marks") non-exclusively and royalty-free to the extent necessary for the performance of its obligations under this Non-Pay TV CA Agreement in respect of the Channel and for the promotion of the digital satellite platform. SSSL and its Associated Companies may also use the Marks in any advertising or marketing material or communication, customer or corporate communication or other publicity materials in the Territory, subject to each type of use of the Marks being approved in writing by the Broadcaster (such consent not to be unreasonably withheld) and, such approval having been obtained, SSSL and its Associated Companies being able to use the Marks in a same or similar way to the approved use without further approval having to be obtained. For the avoidance of doubt, nothing in this clause shall prevent SSSL and its Associated Companies using the Marks as permitted under the Trade Marks Acts 1994 or as otherwise permitted by law.

15. NOTICES

- 15.1 Any notice required or authorised by this Non-Pay TV CA Agreement must be given in writing and may be delivered personally or by commercial messenger or courier service, or sent by email or by prepaid, recorded, postal delivery.

- 15.2 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.

- 15.3 Notwithstanding Clause 15.2, 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 15 but such endeavours have been unsuccessful.

- 15.4 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

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

- 15.6 SSSL and the Broadcaster may amend their address and email address specified in Clause 15.4 or in Annex A (respectively) by written notice to the other party.

16. GENERAL

- 16.1 **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 Non-Pay TV CA Agreement. Each party shall ensure that information provided to the other party in accordance or in connection with this Non-Pay TV CA Agreement is correct to the best of its knowledge at the time of such provision.

- 16.2 **Counterparts:** This Non-Pay TV CA 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 Non-Pay TV CA Agreement.
- 16.3 **Waiver:** The rights of each party under this Non-Pay TV CA Agreement are cumulative with, and not exclusive of, rights or remedies provided by law. The rights of each party under this Non-Pay TV CA Agreement may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Non-Pay TV CA Agreement is not a waiver of that right.
- 16.4 **Severability:** If any term of this Non-Pay TV CA 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 Non-Pay TV CA Agreement; or
 - (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Non-Pay TV CA Agreement.
- 16.5 **Third Party Rights:** A person who is not a party to this Non-Pay TV CA 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.
- 16.6 **Entire Agreement:** Save in the case of fraudulent misstatement or fraudulent misrepresentation, each party acknowledges that:
- (i) this Non-Pay TV CA Agreement constitutes the entire and only agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties; and
 - (ii) it has not been induced to enter into this Non-Pay TV CA 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 Non-Pay TV CA Agreement, other than as expressly set out in this Non-Pay TV CA 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.
- 16.7 **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 Non-Pay TV CA 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.
- 16.8 **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 Non-Pay TV CA Agreement) with respect to any matters which are the subject of this Non-Pay TV CA Agreement which: (i) would violate any anti-corruption laws or regulations applicable to the Broadcaster or SSSL; (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 9 (Termination), in the event SSSL reasonably suspects there to have been a breach of this clause 16.8, SSSL may terminate this Non-Pay TV CA Agreement immediately upon giving notice in writing to the Broadcaster.

16.9 **Law and Jurisdiction:** This Non-Pay TV CA 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.

16.10 **Other:** the parties hereby agree to comply with any other provisions set out in Annex A.

SCHEDULE 1

DEFINITIONS

In this Non-Pay TV CA Agreement, the following words and expressions shall have the meanings ascribed herein.

“Access Card”	a smart card supplied by SSSL for use in a Set Top Box.
“Agreement”	this Non-Pay TV CA Agreement together with the Schedules and Annex hereto.
“Approved Adaptation Hub”	a Tandberg Evolution 5000 system, Ericsson iSIS 8000 system or such other adaptation hub each as approved in writing by Sky and SSSL.
“Associated Company”	in the case of a relevant company, any subsidiary and holding company and any subsidiary of such holding company (and “holding company” and “subsidiary” are defined in Section 1159 Companies Act 2006).
“Audio Channel”	a channel which is licensed as a television channel but which does not include video. In this Non-Pay TV CA Agreement, an Audio Channel shall be a type of Television Channel.
“Automatic Entitlement CA Services”	the Services described in Part B of Schedule 2.
“Bouquet”	shall have the meaning given to such term in Paragraph 2.2 of Schedule 2.
“Broadcast Requirements”	the requirements listed in Part B of Schedule 3 as changed from time to time in accordance with Clause 5.
“CA Datastream”	conditional access data requiring cross-carriage in accordance with this Non-Pay TV CA Agreement.
“CA Parameters”	conditional access feature control information defined by SSSL and either statically specified within the relevant CA Template, or attached to the Broadcaster’s schedules, and which are used to determine optional features.
“CA Product”	a CA Parameter defined by SSSL, determining the entitlements required within an Access Card to enable viewing of a Channel.
“CA Template”	a template created by SSSL which, when attached to the Broadcaster’s schedules together with the CA Product(s) and other CA Parameters, results in those Access Cards which have been entitled with one or more of the CA Products and which meet the other template criteria to enable viewing of the relevant Channels.
“Channel”	a Television Channel or Radio Station specified in Annex A.
“Charges”	the charges payable by the Broadcaster pursuant to Clause 7 of this Non-Pay TV CA Agreement.
“Commencement Date”	the date set out in Annex A.
“Commercial Premises”	any premises other than an Residential 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, and including any premises which would be Residential Premises but for the fact that they are provided with access to any Channel by means of an SMATV System and/or Hybrid SMATV System.

“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, subscribers, products, developments, trade secrets, know-how and personnel of either party (or an Associated Company of either party) which may reasonably be regarded as the confidential information of the disclosing party including, without limitation, the terms of this Non-Pay TV CA Agreement, any terms proposed by either party (whether or not agreed) in connection with the negotiation of this Non-Pay TV CA Agreement and information relating to programme content or schedules.

“Contract Period”

each period of thirty-six (36) months from the Commencement Date.

“Default Bouquet”

shall have the meaning given to such term in Paragraph 2.1 of Schedule 2.

“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.

“EPG”

Sky’s electronic programme guide for digital satellite television channels, radio stations and interactive services.

“EPG Genre”

genres within the parts of the EPG containing Television Channels and Radio Stations, as further defined in the Listing Methodology.

“Force Majeure”

any cause beyond a party’s reasonable 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, avian influenza pandemic, acts or omissions of Government or regulatory authority, industrial disputes of any kind (not involving that party’s employees), fire, flood, lightning, explosion, subsidence, uplink and/or satellite failure or degradation, and acts or omissions of persons or bodies beyond the reasonable control of the affected party.

“Front Sheet”

the Front Sheet to the Platform Services Master Agreement.

“High Definition Format”

the format known as “1080i/25” or the format known as “720p/50”, as further specified in the relevant Broadcast Requirements.

“Hybrid SMATV System”

a satellite master antennae television system or any other system in which a Channel is decrypted using multiple

	<p>Access Cards, decoded by a Set Top Box and retransmitted (either on its own or with other television services) via a local distribution system to one or more televisions or other audio visual monitors on which the Channel can be received without use of a Set Top Box and Access Card.</p>
“Intellectual Property Rights”	<p>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.</p>
“Listing Methodology”	<p>the document published by Sky entitled “Method for allocating Listings in Sky’s EPG”, as amended from time to time.”</p>
“Platform Datastream”	<p>conditional access, EPG and software download data identified in the Technical Specifications as requiring cross-carriage, together with the required DVB compliant data, including the network information tables, cross-carried between different Bouquets in the satellite system.</p>
“Platform Freeze”	<p>a period during which SSSL limits or ceases any non-essential changes to the Services or related platform arrangements.</p>
“Published Price List”	<p>The Sky and SSSL Published Price List, published on https://www.skygroup.sky/corporate/about-sky/regulatory or on such other website as SSSL may notify from time to time, and which may be varied in accordance with Clause 7.</p>
“Radio Station”	<p>a radio station listed in or seeking a listing in the Radio EPG Genre.</p>
“Reception Address”	<p>the address recorded by SSSL from time to time as being the address at which an Access Card in a Set Top Box is located, such address being notified to SSSL via a customer management system interfacing with SSSL’s subscriber card management system.</p>
“Regionalisation Services”	<p>the Services described in Part A of Schedule 2.</p>
“Residential Premises”	<p>premises occupied as a private dwelling house or other place of domestic residence, but excluding premises to which access to any Channel is provided by means of an SMATV System and/or Hybrid SMATV System.</p>
“Service”	<p>the Regionalisation Services and the Automatic Entitlement CA Services.</p>
“Service Credit”	<p>an amount credited by SSSL pursuant to Clause 4 and Paragraph 3 of Schedule 4.</p>
“Service Failure”	<p>a service failure described in Paragraph 1 or Paragraph 2 of Schedule 4.</p>
“Set Top Box”	<p>a set top box (or equivalent system integrated into a TV set) which is compatible with the Technology.</p>
“Sky”	<p>Sky UK Limited, a company registered in England with company number 02906991 of Grant Way, Isleworth, Middlesex TW7 5QD.</p>

“SMATV System”	a satellite master antennae television system or any other system in which a Channel is decrypted using an Access Card which is specific only to the Channel, decoded by a Set Top Box and retransmitted (either on its own or with other television services) via a local distribution system to one or more televisions or other audio visual monitors on which the Channel can be received without use of a Set Top Box and Access Card.
“Sub-Bouquet”	shall have the meaning given to such term in Paragraph 2.2 of Schedule 2.
“Technical Specifications”	the technical specifications and operational requirements listed in Part A of Schedule 3 as changed from time to time in accordance with Clause 5.
“Technology”	all software, hardware, other equipment and procedures used in the provision of the Services.
“Television Channel”	a television channel listed or seeking to be listed in any part of the EPG other than in the Radio Genre and which shall include, for the avoidance of doubt, an Audio Channel.
“Term”	the period from the Commencement Date together with any and all Contract Periods.
“Territory”	the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
“Third Parties”	any and all broadcasters (other than the Broadcaster) of any comparable channels in respect of which SSSL provides Services (including Sky to the extent that the Services are provided in respect of any channels broadcast by Sky).

SCHEDULE 2

SERVICES

PART A: REGIONALISATION SERVICES

1. Applicability of Part A

Part A of this Schedule 2 shall only apply in respect of Channels listed in Annex A as being Channels to which this Part applies.

2. Regionalisation and viewer types

2.1 The EPG version displayed before an active Access Card has been inserted into a Set Top Box shall be referred to in this Non-Pay TV CA Agreement as the "Default Bouquet".

2.2 When an active Access Card has been inserted into a relevant Set Top Box, the version of the EPG channel line up displayed is determined according to:

(i) the region in the Territory in which the Reception Address for the relevant Access Card is located (and each such EPG version shall be referred to in this Non-Pay TV CA Agreement as a "Sub-Bouquet", with the relevant regions being determined by SSSL from time to time); and

(ii) whether the Access Card is associated with Residential Premises or Commercial Premises, (and in this Non-Pay TV CA Agreement each group of EPG versions shall be referred to as a "Bouquet", where the "Standard Bouquet" is displayed in respect of Access Cards associated with Residential Premises, and the "Commercial Bouquet" is displayed in respect of Access Cards associated with Commercial Premises).

2.3 Subject to Paragraph 2.6, SSSL shall apply regionalisation to the Channels in the manner set out in Annex A.

2.4 The Broadcaster may request changes to the boundaries of any region. SSSL shall consider such requests in good faith and shall inform the Broadcaster of its decision without undue delay. If SSSL agrees to carry out the requested changes, such changes will be undertaken at a time and in a manner agreed between the parties. The Charges payable in respect of such changes are set out in Schedule 5.

2.5 Nothing in this Non-Pay TV CA Agreement shall restrict the ability of SSSL to determine or vary the precise boundaries of any region, except that no such variation shall result in material changes to the regionalisation set out in Annex A without the Broadcaster's consent.

2.6 Subject to the Distributor and the Broadcaster of the Channel exercising any opt out(s) available pursuant to the Listing Methodology, where a standard definition television channel has an HD Simulcast (as defined in the Listing Methodology), Sky shall swap the channel number of the channels in accordance with this Paragraph 2.6 such that the HD Simulcast is listed at the higher EPG position. Accordingly, in the event that:

2.6.1 the Channel is broadcast in standard definition format and an HD Simulcast of the Channel is listed below the Channel in the EPG, then if both channels are broadcast by the same broadcaster or two broadcasters within the same wholly owned corporate group:

(i) unless Paragraph 2.6.1(ii) below applies, the channel number of the Channel shall be swapped with the channel number of the HD Simulcast in the version of the EPG line up made available to viewers in Residential Premises and Commercial Premises with high definition Set Top Boxes; or

(ii) if such HD Simulcast is distributed on a pay-TV basis in a different pay-TV package to the Channel (including where the Channel is broadcast on a non-pay TV basis), the channel number of the Channel (as specified in

Annex A) shall be swapped with the channel number of the HD Simulcast in the version of the EPG line up made available to viewers in Residential Premises and Commercial Premises with high definition Set Top Boxes who are entitled to view such HD Simulcast; and

- (iii) with effect from 1 May 2018 (or such later date as notified by Sky in writing) in either of the circumstances outlined at (i) and (ii) above, the Secondary Channel (as defined in the Listing Methodology) shall be moved to the appropriate number range for Secondary Channels (as described in the Listing Methodology);

2.6.2 the Channel is an HD Simulcast of another channel broadcast in standard definition format and the Channel is listed in the EPG below such other channel, then if both channels are broadcast by the same broadcaster or two broadcasters within the same wholly owned corporate group:

- (i) unless Paragraph 2.6.2(ii) below applies, the channel number of the Channel shall be swapped with the channel number of the channel broadcast in standard definition format in the version of the EPG line up made available to viewers in Residential Premises and Commercial Premises with high definition Set Top Boxes; or
- (ii) if the Channel is distributed on a pay-TV basis in a different pay-TV package to the channel broadcast in standard definition format (including where the channel broadcast in standard definition format is broadcast on a non-pay TV basis), the channel number of the Channel (as specified in Annex A) shall be swapped with the channel number of the channel broadcast in standard definition format in the version of the EPG line up made available to viewers in Residential Premises and Commercial Premises with high definition Set Top Boxes who are entitled to view the Channel; and
- (iii) with effect from 1 May 2018 (or such later date as notified by Sky in writing) in either of the circumstances outlined at (i) and (ii) above, the Secondary Channel (as defined in the Listing Methodology) shall be moved to the appropriate number range for Secondary Channels (as described in the Listing Methodology).

2.7 SSSL reserves the right to make changes to the Bouquet structure or the Default Bouquet or the way in which Channel(s) are listed in Bouquets, including the right not to list the Channel or regional variants of the Channel in the Default Bouquet.

PART B: AUTOMATIC ENTITLEMENT CA SERVICES

3. Applicability of Part B

Part B of this Schedule 2 shall only apply in respect of Channels listed in Annex A as being Channels to which this Part applies.

4. Pre-encryption obligations

4.1 Paragraphs 4.2 to 4.7 of this Schedule 2 shall apply where SSSL does not provide Automatic Entitlement CA Services to the Broadcaster on the date of this Non-Pay TV CA Agreement, or where SSSL does provide Automatic Entitlement CA Services to the Broadcaster on the date of this Non-Pay TV CA Agreement but the Broadcaster wishes to acquire Automatic Entitlement CA Services in respect of any Channel using a new CA Template.

4.2 SSSL shall, on request, provide reasonable assistance to the Broadcaster to assist the Broadcaster to specify its CA Template requirements to SSSL. Within thirty (30) days of receipt from the Broadcaster of the complete CA Template requirements, SSSL shall provide CA Template specifications to the Broadcaster for approval.

- 4.3 Once the Broadcaster has approved the CA Template specifications, SSSL shall, within thirty (30) days, provide the Broadcaster with an indication of the time SSSL estimates it will take to build any necessary CA Template(s) and information about any known Platform Freezes that may affect the date on which the Broadcaster can first encrypt the Channel(s).
- 4.4 The Broadcaster shall notify SSSL of the date on which it intends to first encrypt the Channel(s) (allowing, at a minimum, for the period estimated by SSSL pursuant to Paragraph 4.3 and taking into account any known Platform Freezes). The Broadcaster hereby acknowledges that:
- (i) where the CA Template requirements require the build of a new CA Template(s), the period between its notice under this Paragraph 4.4 and the earliest date on which the Channel(s) may be encrypted shall, indicatively, be no less than one hundred and four (104) days;
 - (ii) where the CA Template requirements do not require the build of a new CA Template(s), the period between its notice under this Paragraph 4.4 and the earliest date on which the Channel(s) may be encrypted shall, indicatively, be no less than twenty-eight (28) days.
- 4.5 After receipt of the notice under Paragraph 4.4 of this Schedule 2, SSSL shall work together with the Broadcaster to carry out such preparation, development and testing work which is necessary in order that the CA Templates work correctly and as intended.
- 4.6 The Broadcaster acknowledges that if it subsequently wishes to modify any CA Template requirements, and such modifications give rise to additional work for SSSL, the Broadcaster may be liable to pay the Charges set out in Paragraph 5 of Schedule 5 for such work, and that such modifications may delay the first encryption of the Channel(s).
- 4.7 SSSL shall use reasonable endeavours to build, develop and test any required CA Templates in accordance with the specifications provided by the Broadcaster pursuant to Paragraph 4.2 within time for the date that the Broadcaster intends to first encrypt the Channel(s) (as specified in the notice given pursuant to Paragraph 4.4). Notwithstanding the foregoing, the Broadcaster hereby acknowledges that SSSL has wider platform responsibilities than the provision of Automatic Entitlement CA Services to the Broadcaster and that such work may not be complete by the date on which the Broadcaster intends to first encrypt the Channel(s). SSSL shall not release any CA Template to the Broadcaster prior to SSSL being satisfied that all necessary CA Template testing work has been completed to its satisfaction.
- 4.8 Subject to Paragraph 4.11, Paragraphs 4.9 and 4.10 of Schedule 2 shall apply where SSSL does not provide Automatic Entitlement CA Services to the Broadcaster on the date of this Non-Pay TV CA Agreement, or where SSSL does provide Automatic Entitlement CA Services to the Broadcaster on the date of this Non-Pay TV CA Agreement but the Broadcaster wishes to acquire Automatic Entitlement CA Services in respect of any Channel using a new CA Product. For the avoidance of doubt, Paragraphs 4.9 and 4.10 shall not apply where the Broadcaster wishes to acquire Automatic Entitlement CA Services in respect of any Channel using a CA Product already in use by the Broadcaster in respect of another Channel.
- 4.9 The Broadcaster acknowledges that where a new CA Product is used to provide Automatic Entitlement CA Services, SSSL normally needs to entitle all active Access Cards with such CA Product prior to the commencement of the Automatic Entitlement CA Services.
- 4.10 SSSL shall, within 30 days' of the Broadcaster's request, notify the Broadcaster of SSSL's estimates for the period of time needed to carry out the entitlement of Access Cards specified in Paragraph 4.9 above. The Broadcaster acknowledges that SSSL is only able to process the entitlement of one CA Product at a time across the Access Card population without impacting the performance of the platform, and that, accordingly, there may be a

delay before SSSL is able to commence entitling Access Cards with a new CA Product for the Broadcaster.

- 4.11 Where a new CA Product is not required to provide the Automatic Entitlement CA Services (“generic Automatic Entitlement CA Service”) then Paragraphs 4.9 and 4.10 shall not apply. The Charges payable in respect of the establishment of the generic Automatic Entitlement CA Service are set out in Paragraph 7 of Schedule 5.
- 4.12 For the avoidance of doubt, nothing in this Non-Pay TV CA Agreement shall prevent the Broadcaster launching the Channel(s) at any time on digital satellite in the Territory on an unencrypted basis.

5. Post-encryption obligations

- 5.1 SSSL shall make available to the Broadcaster one or more CA Templates (being those CA Templates built pursuant to Paragraph 4 of this Schedule 2 or under a different, prior, agreement between the parties), which shall enable viewing of the Channel via such categories of active Access Cards as are specified in Annex A.
- 5.2 The Broadcaster shall provide or procure the provision of scheduling information and conditional access event information (by way of scheduling the CA Template(s) and the CA Parameters) for the Channels in accordance with the Technical Specifications. SSSL shall ensure that such information results in the Channel(s) being encrypted where required by the relevant schedules. SSSL shall be entitled to pass the scheduling information and conditional access event information provided by the Broadcaster to third parties to the extent necessary for the performance by SSSL of its obligations under this Non-Pay TV CA Agreement.
- 5.3 The scheduling and conditional access event information provided by the Broadcaster pursuant to Paragraph 5.2 shall be provided on a continuous basis such that, at all times, SSSL has all such information in respect of (at least) the next fourteen (14) day period.
- 5.4 SSSL shall incorporate any data necessary for the performance of the Automatic Entitlement CA Services into the CA Datastream and shall procure that the CA Datastream is incorporated into the Platform Datastream. SSSL shall make the Platform Datastream available to the Broadcaster at SSSL’s network router, located at SSSL’s premises. The Broadcaster shall be responsible for transmitting or procuring the transmission of the Platform Datastream from SSSL’s network router via an Approved Adaptation Hub, where the Platform Datastream shall attach to the broadcast stream for the Channel(s).
- 5.5 The Broadcaster shall, at its own cost, transmit or procure the transmission of the Platform Datastream on each satellite transponder which carries a satellite broadcast intended for reception by Set Top Boxes of any of the Channels to which this Part B applies and which are intended for receipt in the Territory. If the Broadcaster has procured satellite transponder capacity directly from Sky, it shall be deemed to have complied with the foregoing requirement in respect of any such satellite transponder. The Broadcaster shall not and shall not permit any third party to interfere with, alter, add data to or remove data from the Platform Datastream or delay its transmission.
- 5.6 SSSL shall ensure that the CA Datastream shall enable viewing of the Channels via such categories of active Access Cards as are specified in Annex A.
- 5.7 SSSL shall make the Platform Datastream available to all customers of SSSL’s conditional access services and shall require such customers to transmit or procure the transmission of the Platform Datastream on a basis equivalent to that required of the Broadcaster by Paragraph 5.5.
- 5.8 In the event that the Broadcaster wishes to establish a customer management system in order to enable the issuance of Access Cards to potential viewers, SSSL shall, on request, provide the Broadcaster with a copy of the terms and conditions that shall apply to such establishment and Access Card issuance.

PART C: SERVICE CHANGES

6. Applicability of Part C

Part C of this Schedule 2 shall apply in respect of all Channels to which this Non-Pay TV CA Agreement applies.

7. CA Template builds and modifications

- 7.1 The Broadcaster may request modification of an existing CA Template or the build of a new CA Template. The implementation of such modifications or new CA Template builds shall be carried out at a time and in a manner agreed with SSSL. SSSL shall, on request, provide reasonable assistance to the Broadcaster to assist the Broadcaster to specify its modified or new CA Template requirements to SSSL. Within thirty (30) days' of receipt from the Broadcaster of complete modified or new CA Template requirements, SSSL shall provide CA Template specifications to the Broadcaster for approval.
- 7.2 Once the Broadcaster has approved the CA Template specifications, SSSL shall, within thirty (30) days, provide the Broadcaster with an indication of the time SSSL estimates it will take to build or modify the relevant CA Templates and what testing will be required. The Broadcaster hereby acknowledges that the period for such build/modification shall, indicatively, be no less than one hundred and four (104) days before being available for live use. SSSL shall not release any CA Template to the Broadcaster prior to SSSL being satisfied that all necessary CA Template testing work has been completed to its satisfaction.
- 7.3 The Charges payable in respect of the CA Template builds and modifications described in this Paragraph 7 are set out in Paragraph 2 of Schedule 5.

SCHEDULE 3

SPECIFICATIONS

PART A - TECHNICAL SPECIFICATIONS

The following documents, as amended from time to time:

1. The Distributors Reference Guide to CA Services, comprising:
Introduction to the Distributors Reference Guide to CA Services.
Sky Contacts.
Distributor's Technical Set Up.
Sky Fault Handling Procedures.
2. Subscriber Management Architecture Specifications, comprising:
Subscriber Management Architecture, Architecture Overview.
Subscriber Management Architecture, CMS-SCMS Interface Specification and Additional Information.
3. Broadcasters Reference Guide to EPG Services, comprising:
Introduction to the Broadcasters' Reference Guide to EPG Services.
Broadcast Adaptation Requirements.
Broadcaster's Technical Set Up.
Sky TV Guide Content Specification.
Winter/Summer Changeover Guidelines.
Digital Broadcaster's Flat File Interface Specification.
Operational Guide.
Broadcaster's Connectivity Guidelines and Specification.
BFS Remote Access.
Sky Fault Handling Procedures.
Sky Contacts.
EPG Metadata Augmentation.
4. Generic Automation Synchronisation, Interface Specification (where applicable).

PART B - BROADCAST REQUIREMENTS

The following documents, as amended from time to time:

1. ISO/IEC IS 13818-1/-2/-3: "Information technology - Generic coding of moving pictures and associated audio - Part 1: Systems; Part 2: Video and Part 3: Audio".

Video encoded bit-streams shall comply with the Main Profile Main Level restrictions as described in ISO/IEC 13818-2 [2], Section 8.2
2. ETSI EN 300 421 "Digital broadcasting systems for television, sound and data services, framing structure, channel coding and modulation for 11/12GHz satellite services".
3. ETSI TR 101 154 Digital Video Broadcasting (DVB); Implementation guidelines for the use of MPEG-2 Systems, Video and Audio in satellite, cable and terrestrial broadcasting applications.

The audio shall be encoded in any one of the modes specified in Section 6.1 of ETSI TR 101 154. For MPEG-2 encoded bit-streams with total bit-rates greater than 448kbit/s for Layer 1 or 384kbit/s for Layer II, an extension bit-stream shall be used. The bit-rate of that extension may be in the range 0 to 384kbit/s.

4. ETSI EN 300 468, "Digital broadcasting systems for television, sound and data services, specification for Service Information (SI) in Digital Video Broadcasting (DVB) Systems"
5. ETSI EN 300 472, "Digital Video Broadcasting (DVB); Specification for conveying ITU-R System B Teletext in DVB bitstreams"

And, additionally, in respect of Channels which are broadcast in High Definition Format, the following documents, as amended from time to time:

6. Sky High Definition and 3D Television, Broadcast Guidelines (as applicable to Channels which are broadcast in High Definition Format).
7. ISO/IEC 14496-10: "Information Technology - Generic Coding of moving pictures and associated audio - Part 10: Advanced Video Coding". / ITU-T Rec.H.264.
8. ISO/IEC 13818-1: 2000/Amendment 3:(2004) "Transport of AVC video data over ITU-T Recommendation H.222.0 | ISO/IEC 13818-1 streams.

And, additionally, in respect of Channels which are broadcast in 3D Format, the following documents, as amended from time to time:

9. Sky High Definition and 3D Television, Broadcast Guidelines (as applicable to Channels which are broadcast in 3D Format).

SCHEDULE 4

SERVICE FAILURES AND SERVICE CREDITS

1. Service Failures in respect of Regionalisation Services

A Service Failure in respect of the Regionalisation Services shall have occurred if, due to an act or omission of SSSL:

- (i) the incorrect variant of the Channel appears in the EPG version available via twenty five per cent (25%) or more of the Set Top Boxes in which Access Cards are inserted; or
- (ii) no version of the Channel appears in the EPG version available via twenty five per cent (25%) or more of the Set Top Boxes in which Access Cards are inserted where such EPG version should, in accordance with Annex A, include the Channel,

and, in each case, the fault persists for no less than ten (10) consecutive minutes.

2. Service Failures in respect of Automatic Entitlement CA Services

A Service Failure in respect of the Automatic Entitlement CA Services shall have occurred if, due to an act or omission of SSSL:

- (i) twenty five per cent (25%) or more of the Access Cards which should be entitled to view a Channel (or variant of a Channel) are not so entitled;
- (ii) any relevant Channel ceases to be encrypted entirely, such that it is broadcast free to air; or
- (iii) any Channel (or variant of a Channel) becomes available via all active Access Cards when it should only be available via an sub-set of such Access Cards,

and, in each case, the fault persists for no less than ten (10) consecutive minutes.

3. Service Credits

- 3.1 Service Credits awarded by SSSL to the Broadcaster in accordance with Clause 4 for Service Failures in respect of the Automatic Entitlement CA Services and in respect of Service Failures in respect of the Regionalisation Services shall be calculated on the basis set out below:

Number of minutes during which the Service Failure persists x annual Charges payable in respect of Automatic Entitlement CA Services or Regionalisation Services (as the case requires) in respect of the affected Channel at the time of commencement of the Service Failure x 0.00000190258.

SCHEDULE 5
OTHER CHARGES

1. New CA Templates: £2,000 (except that the first CA Template provide to a Broadcaster pursuant to an agreement for Automatic Entitlement CA Services shall be provided for no additional charge)
2. Material modifications to existing CA Templates: £2,000 per CA Template
3. Entitlement of new CA Products: £15,000 per CA Product
4. Modifications to the Regionalisation Services solely to provide for the launch of an additional regional variant of an existing Channel: no additional charge.
5. Any other work: £800 per man/day, or as otherwise notified by SSSL prior to undertaking the relevant work.
6. Establishment of a generic Automatic Entitlement CA Service: £15,000.

ATTACHMENT 1

