

MILANO MEDIA BROADCAST SRL - GENERAL TERMS AND CONDITIONS

1. Purpose and definitions

These General Terms and Conditions ("GTC") regulate the relationship between Milano Media Broadcast S.R.L. (subsequently also the "Supplier" or "MMB") and the "Customer" arising out of the Purchase Order or Subscription Form ("SF") completed and signed by the Customer and respectively sent or returned to the Supplier for the implementation of the Services.

The Supplier and Customer shall each be referred to herein as a "Party", and collectively, as the "Parties".

All definitions set out in the SF are referred to in the GTC. The SF and GTC together represent the "Agreement" between the Customer and the Supplier.

"Services" satellite transmission services, and other services, having the characteristics, capacities, parameters and technical functions described in the Service plan and Service description in the SF.

"Monthly fee" means the monthly charge to the Customer for Services, as indicated in the SF.

"Deposit" means a caution from the Customer as per the SF.

"Annex" refers to each individual annex (annex 1,2,3,4) to the SF.

"Hub" means the Supplier's technical facility in Lacchiarella, (Italy) used to supply the Services.

2. Object of the Agreement

MMB pledges to provide to the Customer, who accepts, the Services. In case of satellite Services, those are considered as free of pre-emption, which means that the satellite operator, through a satellite capacity provider, has committed himself towards MMB not to interrupt the Services in order to restore similar services.

The Customer agrees that MMB at its sole discretion has the right to provide the satellite Services on a statistical multiplexer platform, that will offer the same "video quality" as described in the Service plan and Service Description.

At any time, MMB reserves the right to change the Services parameters, like the downlink frequency, upon discretion.

3. Execution of the Agreement and Duration

The Agreement shall be deemed executed as per clause 15 below.

MMB will start providing the Services from the date indicated in the Services terms detailed in the SF.

At the end of the Agreement duration, the Agreement will be automatically renewed, at the same conditions and for the same duration on each renewal anniversary, unless the Customer resigns with a written notice at least 90 days prior to the expiration of the initial term.

4. Equipment

In order to provide the Service, MMB may supply or rent the equipment listed in Annex 2 to the Customer, or can authorize the Customer to install his/her own equipment, always listed in Annex 2, at the Hub.

The maintenance of the Customer's equipment will be carried out by MMB, at the Customer's expense. The access to this equipment by the Customer is subject to MMB's authorization. The Customer will not change or replace the equipment, wholly or partly, without written authorization by MMB and within its specific limits.

5. Invoicing and payment terms

The Customer shall pay the Supplier the Monthly Fee as stated in Annex 4. All costs related to the execution of the bank transfer are at the Customer's expense, as the Monthly Fee is considered net of these costs.

MMB will send the invoice for the Services to the Customer (and eventually for the Equipment) one month before the Services (and eventually the Equipment) will be supplied.

The Customer will pay the invoice as stated in Annex 4.

Payments will be considered executed the day when they have been credited in the bank account indicated by MMB.

In case of delayed payment by the Customer, whatever the reason for the delay, interests will be applied according to the applicable law, without excluding the possibility for MMB to claim for further damages.



At the Contract termination, whatever the reason, the Customer agrees to pay MMB all the amounts related to the Services already invoiced, but not provided.

As a guarantee of fulfilment of the Customer's obligations, the Customer can be asked for a Deposit.

The Deposit will be returned to the Customer, at the Contract termination, if all the Customer's obligations have been fulfilled.

The Deposit cannot be considered in any case as a payment of the Monthly fee.

In case the Customer does not fulfil its obligation, MMB will have the right to escheat the Deposit, wholly or partly, as a guarantee for major damages compensation.

In case of total or partial escheat of the Deposit, the Customer agrees to reconstitute the Deposit within the next 10 days.

The non-delivery, renewal, integration or adaptation of the deposit shall entitle MMB to cancel the Agreement immediately, without any formal notice.

6. Non-fulfilment

Should the Customer fail, for any reason, to make the payments due under the Agreement, MMB will have the right to temporarily suspend the Services until the full payment of the due balance is received .

In the event this situation should persist after five days written notice from MMB, MMB may terminate the Agreement early, without excluding the possibility for MMB to claim for further damages.

In case of Agreement resolution due to the Customer's non-fulfilment, the latter shall immediately pay a penalty in a single solution and without a formal notice, (the **Penalty**) of 80% of the Monthly fee multiplied by the number of remaining months until the natural Agreement term, without excluding the possibility for MMB to claim for further damages.

If the above mentioned hypothesis occurs, MMB will have the right to declare all the sums still due and payable by the Customer immediately and to retain the Customer's equipment in its possession until all the amounts due, including the Penalty and any eventual major damages have been paid by the Customer, with the right to remove this equipment from the teleport.

For the definition of the sums due by the Customer according to the Agreement, the Customer accepts to consider the accounting results of MMB in any jurisdiction.

7. Service unavailability

The Service is considered unavailable if it is not supplied at all, or is degraded, without being supplied as per the parameters listed in Annex 1, taking into account the indicated tolerance coefficients, for a minimum period of 30 (thirty) consecutive minutes.

The Customer shall promptly communicate any Service unavailability to MMB. All the communications concerning unavailability shall be sent in a written form to the addresses shown in Annex 3. MMB will take into consideration all the messages received by the Customer. Should the unavailability be confirmed by MMB, the latter will make an effort to fix it as soon as possible.

In any case, the Services will not be considered unavailable as long as the Customer carries on using it.

The Service will not be considered unavailable, if the unavailability is ascribable to the Customer's (e.g. missed signal contribution from the Customer through a public network).

In case of unexpected Service unavailability due to satellite capacity unavailability ascribed to satellite operator or satellite capacity provider, MMB will do its best – without giving any guarantee – to find alternative satellite capacity on a similar orbital position.

Considering the nature of the Services, which cannot be guaranteed to be free from interferences and/or faults (taking into account the required or usual interruptions or signal reductions due to astronomic reasons and/or ordinary and extraordinary maintenance), the obligations undertaken by MMB for the provision of the Services shall be considered as an obligation of means and not of results, being understood that MMB shall do its best to provide the Services according to what was agreed.

MMB will have the right to suspend the Services in order to protect the general state and efficiency of its infrastructures, and carry out diagnosis tests or maintenance operations directly. Within reasonable limits, MMB will inform the Customer of these possible suspensions with a 24 (twenty-four)-hour written notice and will do anything possible to plan and carry out these activities in order to reduce the Service unavailability.



In case of Service unavailability, and provided that the Customer promptly notified it to the Supplier in writing, MMB shall credit the Customer, on the future invoices, for a pro rata Monthly fee calculated the number of hours which the Service was unavailable.

The Customer shall not have the right to off - set any credit related to Service unavailability without the Supplier's prior written consent.

In any event, and without derogating from the foregoing, MMB's liability for Service unavailability will be limited to the pro rata monthly fee for the period of unavailability. MMB's maximum aggregate liability arising out of this Agreement shall not exceed one (1) Monthly Fee.

It is expressly agreed that MMB will not be held responsible for any damages to third parties, in particular the Customer's end customers, as a result of Service unavailability or non-execution of the Agreement and, therefore, the Customer agrees to relieve and indemnify MMB against any actions or claims by third parties.

8. Force majeure /Act of God

For the purposes of what is established by article 6 above, MMB will not be held responsible for any defects or faults, suspensions or interruptions of the Services due to force majeure causes like, just as examples, but not exhaustive:

- (i) power black-outs , earthquakes, floods, and in general, natural disasters and exceptional natural events;
- (ii) atmospheric disturbances, astronomic or extra-atmospheric interferences or phenomena;
- (iii) impossibility to find raw materials, labour force or supplies, lack of means of transport, strikes or other job disputes; legislative and statutory provisions, any measure or judgement of any jurisdiction without control of MMB;
- (iv) changes in law or caused by any order of the administrative authority including all negative measures by the administrative authority;
- (v) satellite faults, also in the launch phase, interruption of the satellite capacity, i.e. unavailability of the satellite used for the Services, also due to the resolution, not ascribable to MMB, of the contract with the satellite operator;
- (vi) any other unknown circumstances, out of MMB's control, which could prevent the Services from being provided.

9. Limitation of liability and Indemnities

The Customer agrees to broadcast only programs scrupulously observing the rules of the countries where they are accessible, the dignity, the morals, the national and international public order, and any third parties' rights, with the Customer taking note of the fact that the fulfilment of this commitment is an essential requirement for signing and making the Agreement effective for MMB.

The Customer undertakes to respect all laws and secondary norms, national and international governing the implementation and interpretation of this Agreement. To this end, the Customer undertakes to obtain and maintain all licenses and operating authorizations necessary for the broadcasting and the transmission of programs, committed to strict compliance with existing legislation in each country receiving the programming.

The Customer will send a copy of the obtained license to MMB and will inform MMB about any changes that the license/authorization should suffer for any reason.

The Customer will promptly inform MMB of any communication or notice received by any authority or body which can result in changes of territorial jurisdiction, limitation or revocation of licenses and/or authorizations.

If the program(s) is not subject to the laws of an EU member state, it would still comply with the provisions of Council Directive 89/552/EEC of 3 October 1989 ("Directive on audiovisual media services"), in the form amended by Directive 97/36/EC and Directive 2007/65/EC (or any other form or not substituted the amended Directive on audiovisual media services), and its transposition into Italian law.

MMB will not be held responsible in any way for the content of the programmes broadcast by the Customer and for any legal, commercial or other consequences resulting from the broadcasting of any kind of programme.

The fulfilment of all the obligations and administrative duties necessary for the Service activation depends on the Customer who shall also obtain further authorization and/or permits for managing his activity at his expense.



The Customer relieves and indemnifies MMB, its agents, employees and contractors against any actions, responsibilities, damages, losses or expenses (including legal expenses) due to disease or death of people and/or damages to property, both personal and real, intellectual and non, which could result from acts and omissions, both intentional and negligent, by the Customer, his agents, employees or contractors.

In particular, the Customer undertakes to defend, relieve and indemnify MMB against any causes, responsibilities, losses, costs, sanctions, penalties or damages, including legal expenses, arising or resulting, connected both directly and indirectly, with any programme or with the content of any programme broadcasted by the Customer, and that is considered defamatory or scandalous, violating third parties' rights, or considered in any way illegal or inappropriate.

The violation by the Customer of any of the obligations hereby established will entitle MMB to interrupt the Services without any notice and to cancel the Agreement, charging the penalty established by clause 6 above, considered compensation for major damages.

10. Applicable law & jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Italian Laws.

Each party irrevocably agrees that the courts in Milan shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).

11. Agreement transfer

The Agreement can be transferred by the Customer to third parties only upon written approval by MMB.

Already from now, MMB is allowed to transfer at its sole discretion the Agreement to a related company, with a one-month notice period.

12. Confidentiality and use of information

Each party undertakes that under the terms of this Agreement and thereafter, each party shall keep the provisions of this Agreement confidential, together with all other information disclosed by the other party hereto (including, without limitation any information relating to the business or affairs of the other Party which may have come to its knowledge) and shall not disclose, use, or communicate the same to any person, except as may be required by law or any legal or regulatory authority.

The Parties, both throughout the Agreement duration and the subsequent three years, will keep all the information, both written and verbal, obtained for the Service implementation, as strictly confidential, and will not disclose this information to third parties, public and government bodies without the written consent of the other Party, save disclosure required by law.

However, the Customer agrees that the Supplier may reasonably use the Customer's name, including Customer's trademark, logo including any associated registered design, and any pictures containing the Customer's intellectual property which the public associates with the Customer's image and brand for the Supplier's marketing purposes including but not limited to use on the Supplier's website and in brochures and public/company events.

13. General conditions

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

In the case of a discrepancy between the terms in the GTC and the terms in SF, the terms in the SF will prevail.

The Agreement constitutes the whole agreement between the Parties and includes and replaces any other previous written or verbal arrangements.

Each amendment to the Agreement can only be made in writing signed by the parties.



14. Communication

Any communication required according to this Agreement shall be written and delivered by hand, sent by fax, registered email or registered letter with a form of acknowledgement of receipt to the addresses listed in Annex 3.

15. Acceptance of the Agreement and Execution

The Parties agree that this Agreement contains the entire agreement made between them and, by signing this Agreement, the Customer confirms its intention to unconditionally accept its terms.

This Agreement comes into force when signed by the Customer and returned to the Supplier, with a copy of the identification document of the authorized Customer's representative.

However the Supplier may require the Customer to mail a hard-copy of the executed document by mail or courier to prove acceptance on the Customer's part.

