

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Dated _____ 20[]

SKY SUBSCRIBERS SERVICES LIMITED

and

THE RETURN PATH SERVICES PROVIDER

AUTHENTICATION SERVICES AGREEMENT

[NOTE: this agreement does not currently refer to the ability of set top boxes to utilise a broadband return path. In the event that a third party wanted to establish a broadband return path, this agreement would need to be updated.]

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Table of Contents

1.	INTERPRETATION	1
2.	COMMENCEMENT DATE AND TERM.....	1
3.	PROVISION OF SERVICES.....	2
4.	SERVICE LEVELS AND SERVICE CREDITS.....	2
5.	CHANGES TO THE SERVICES	3
6.	USE OF THE SERVICES	3
7.	ERROR HANDLING AND INTERMEDIATE REPLACEMENT CARDS	4
8.	SECURITY	5
9.	CHARGES AND DEPOSIT.....	5
10.	AUDIT AND VERIFICATION	6
11.	TERMINATION.....	7
12.	FORCE MAJEURE.....	9
13.	LIABILITY	9
14.	CONFIDENTIALITY.....	10
15.	ASSIGNMENT	11
16.	PUBLICITY AND MARKETING	11
17.	NOTICES.....	11
18.	GENERAL.....	12
	SCHEDULE 1 - DEFINITIONS	15
	SCHEDULE 2 - AUTHENTICATION SERVICES	24
	SCHEDULE 3 - CAPACITY AND PERFORMANCE	29
	SCHEDULE 4 - TECHNICAL SPECIFICATIONS	31
	SCHEDULE 5 - CHARGES.....	32
	SCHEDULE 6 - ADDITIONAL CHARGES.....	33
	SCHEDULE 7 - CHANGE CONTROL PROCEDURE.....	37

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 8 - SERVICE CREDITS..... 40

SCHEDULE 9 - SECURITY MEASURES..... 41

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

THIS AGREEMENT is made between:

SKY SUBSCRIBERS SERVICES LIMITED, a company incorporated under the laws of England and Wales (registered number 2340150) whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD ("SSSL"); and

THE ENTITY SPECIFIED AT PARAGRAPH 1 OF ANNEX A (the "Return Path Services Provider").

BACKGROUND:

- (A) SSSL makes available Authentication Services as defined in Schedule 2.
- (B) The Return Path Services Provider wishes to acquire Authentication Services from SSSL, and SSSL wishes to provide such services to the Return Path Services Provider, upon the terms set out below.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 The words and expressions set out in Schedule 1 shall have the meanings ascribed therein.
- 1.2 References in this Agreement to "SSSL" and "Return Path Services Provider" shall include their respective employees, agents and permitted assigns.
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 References to Clauses, Schedules and Annexes are, unless otherwise provided, references to the clauses of and schedules and annexes to this Agreement.
- 1.5 In the event, and to the extent only, of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 1.6 In the event, and to the extent only, of any conflict between the Clauses and the Annexes or the Schedules and the Annexes, the Annexes shall prevail. In the event, and to the extent only, of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
- 1.7 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

2. COMMENCEMENT DATE AND TERM

- 2.1 This Agreement shall be legally binding on the parties from the date of signature. The parties' obligations shall commence from the Commencement Date specified in Paragraph 3 of Annex A.
- 2.2 This Agreement shall expire on the date specified in Paragraph 4 of Annex A.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 2.3 The Return Path Services Provider shall have the right, at its option, to extend the Agreement on expiry for successive periods of three (3) years at a time on either:
- 2.3.1 the terms of this Agreement (subject to SSSL's right to vary the terms where SSSL has reasonable justification for making such variation(s)); or
 - 2.3.2 SSSL's standard terms as at the date of the extension.
- 2.4 The Return Path Services Provider may exercise the option to extend in Clause 2.3 by service of written notice on SSSL from no more than ninety (90) days and no less than one (1) month prior to the expiry of the Agreement.

3. PROVISION OF SERVICES

- 3.1 SSSL shall provide the Authentication Services described in Schedule 2. This Agreement does not entitle the Return Path Services Provider to receive any services other than those described in Schedule 2.
- 3.2 The Return Path Services Provider shall undertake the activities assigned to it in Schedules 2 and 3.
- 3.3 Subject to Clauses 5.1 and 5.2, to the extent that the Return Path Services Provider requires services additional to the Authentication Services, the Return Path Services Provider may request SSSL to provide such further services. Any changes to the Authentication Services shall be subject to agreement between the parties of the implementation timetable and charges therefor.

4. SERVICE LEVELS AND SERVICE CREDITS

- 4.1 SSSL shall provide the Services to the Return Path Services Provider to substantially the same standard as it provides comparable Services to third parties.
- 4.2 SSSL shall provide the Authentication Services to the Return Path Services Provider under this Agreement in accordance with the Technical Specifications and the Performance Levels.
- 4.3 If the Authentication Services are not provided in accordance with Clauses 4.2 and Schedules 2 and 3, and such failure causes a material adverse effect on the Return Path Services Provider, SSSL shall credit the Return Path Services Provider with the appropriate level of service credits specified in Schedule 8. Such service credits shall be in full and final settlement of any liability of SSSL to the Return Path Services Provider which may arise as a consequence of such failure to provide the Authentication Services in accordance with Clause 4.2 and Schedules 2 and 3.
- 4.4 SSSL shall have no liability to the Return Path Services Provider under Clause 4.3 if Customers are unable to go online for any of the following reasons:
- 4.4.1 Scheduled Downtime;
 - 4.4.2 failure caused by an act or omission of the Return Path Services Provider; or

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

4.4.3 failure due to an event of Force Majeure.

4.5 Without prejudice to the express rights and obligations of the parties under this Agreement, SSSL does not warrant that the Authentication Services are or will be free from error or fault. In the event of a fault with the Authentication Services, the first party to become aware of such fault shall notify the other party of the fault as soon as is reasonably practicable and SSSL shall use all reasonable endeavours to correct the fault in order that the Authentication Services are provided in accordance with the Performance Levels. In the event of a fault with the Authentication Services the parties shall follow the Fault Handling Procedures.

4.6 Nothing in this Agreement shall prevent SSSL from introducing additional terms and conditions (including as to charges therefor) in respect of specific additional Set Top Box functionality which becomes available and in respect of which the Broadcaster requests access or makes use.

5. CHANGES TO THE SERVICES

5.1 Any change to the terms of this Agreement shall, subject to Clause 5.2, only be made in accordance with Clause 18.4 of this Agreement.

5.2 Changes to the Technical Specifications or to the functionality or performance of the Authentication Services, and any consequential changes to the terms of this Agreement, shall be implemented in accordance with the Change Control Procedure.

5.3 The Return Path Services Provider shall establish such facilities as are required in order that SSSL can test any proposed changes to the Technical Specifications, to the functionality or performance of the Authentication Services and/or to the software or hardware used to provide such Authentication Services, and to ensure that such changes continue to operate with the live Return Path Infrastructure. Such facilities shall include, without limitation, a Test Online System, the broadcast of an Application which utilises the Test Online System and such other facilities as may be necessary to allow a Set Top Box to connect to the Test Online System and to test the entire authentication function end to end.

5.4 The Return Path Services Provider shall ensure that the Test Online System is available for use by SSSL on reasonable written notice in connection with the testing referred to in Clause 5.3. The Return Path Services Provider shall co-operate in and provide all reasonable assistance required by SSSL in connection with the testing of any proposed changes to the Technical Specifications, to the functionality or performance of the Authentication Services and/or to the software or hardware used to provide such Authentication Services.

6. USE OF THE SERVICES

6.1 In the event of any material interference with the availability of the Return Path Infrastructure, the Return Path Services Provider shall, as soon as is reasonably practicable thereafter, notify SSSL and use its reasonable endeavours to rectify the same as soon as reasonably practicable.

6.2 The Return Path Services Provider shall, at its own cost, obtain, operate and maintain (as applicable) all equipment, facilities, licences and permissions (whether regulatory,

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

copyright, contractual or otherwise) which are required in connection with everything for which the Return Path Services Provider is responsible under this Agreement in connection with the Return Path Services, including without limitation the components set out in Schedule 2, Paragraph 7.3. SSSL shall bear no responsibility under this Agreement for any of the matters referred to in this Clause 6.2.

- 6.3 The Return Path Services Provider hereby warrants and undertakes to comply with:
- 6.3.1 any applicable regulatory codes and directions issued from time to time by any relevant regulatory authority;
 - 6.3.2 relevant and applicable legislation (whether European Union, national or otherwise) relating to the content of the Interactive Services provided via the Return Path Infrastructure from time to time; and
 - 6.3.3 where applicable, SSSL's "Policy on Gambling on the DTH Platform" dated 27 April 2006 as amended from time to time.
- 6.4 For the purposes of this Agreement a breach of Clause 6.3 shall be treated as a remediable breach and shall be dealt with in accordance with Clause 11.1.2.
- 6.5 The Return Path Services provider shall comply with the Technical Specifications.
- 6.6 The Return Path Services Provider shall not, without SSSL's prior written consent, knowingly or recklessly provide Return Path Services in respect of an Interactive Service in respect of which the Additional Charges (if any) have yet to be agreed.
- 6.7 The Return Path Services Provider shall indemnify SSSL against all claims, damages, costs, expenses and other liabilities whatsoever arising directly or indirectly in connection with the content of the Interactive Services provided via the Return Path Infrastructure (including, but not limited to, claims for defamation).

7. ERROR HANDLING AND INTERMEDIATE REPLACEMENT CARDS

- 7.1 The Return Path Services Provider shall establish such error handling procedures as are agreed with SSSL in respect of Customers who are unable to access an Online Interactive Service which is intended to be accessed via the Return Path Infrastructure, in order to enable SSSL to determine whether such inability is connected with a fault in the Access Card.
- 7.2 In accordance with such error handling procedures:
- 7.2.1 the Return Path Services Provider shall pass the agreed details of all relevant Customers to SSSL in accordance with the Technical Specifications no more frequently than on a weekly basis;
 - 7.2.2 SSSL shall examine the Authentication Server logs in order to determine whether the inability to access the Online Interactive Services is connected to a fault in the Customer's Access Card;
 - 7.2.3 Where SSSL determines that there is a fault in the Customer's Access Card, SSSL shall issue an Intermediate Replacement Card to the Customer unless that

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Customer has already been issued with 2 or more Intermediate Replacement Cards (whether requested by the Return Path Services Provider or another broadcaster/interactive service provider) during the life cycle of a population of Access Cards; and

7.2.4 SSSL shall request that the relevant Customer returns each damaged or faulty Access Card in the envelope provided with the Intermediate Replacement Card.

7.3 Where either SSSL or the Return Path Services Provider is informed by a Customer that no Intermediate Replacement Card has been received, SSSL or the Return Path Services Provider (as the case may be) shall revalidate the relevant Customer's address. If the relevant Customer has notified the Return Path Services Provider, the Return Path Services Provider shall notify SSSL of such non-receipt and re-validated address. SSSL shall issue a further Intermediate Replacement Card to the relevant Customer at the re-validated address.

8. SECURITY

8.1 The Return Path Services Provider shall, at its own cost, effect and maintain such security measures as are reasonably necessary in order to safeguard the Technology and prevent use of the Technology by any unauthorised person (including, without limitation, the Security Measures specified at Schedule 9 together with any additional security measures reasonably required by SSSL).

8.2 SSSL may, at any time on reasonable notice to the Return Path Services Provider, carry out a site survey in order to assess the adequacy of the Return Path Services Provider's security measures.

8.3 SSSL may, at any time, disable or refuse to replace any Access Card (without liability to the Return Path Services Provider or any third party) where SSSL reasonably considers it necessary to prevent piracy or to protect the security of the Technology.

8.4 Subject to Section 50B of the Copyright, Designs and Patents Act 1988 (the "Act"), the Return Path Services Provider shall 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 Return Path Services Provider 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. CHARGES AND DEPOSIT

9.1 The Return Path Services Provider shall pay the Charges specified in Schedules 5 and 6 for the Authentication Services and the issuing of Intermediate Replacement Cards. Unless otherwise specified in this Agreement, such Charges shall be payable in respect of the period from the Commencement Date until expiry or earlier termination of this Agreement.

9.2 The Charges specified in Schedules 5 and 6 are exclusive of VAT which, where applicable, shall be invoiced by SSSL and paid by the Return Path Services Provider at the prevailing rate and in the manner prescribed by law at the date of invoice.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 9.3 SSSL shall issue invoices to the Return Path Services Provider in accordance with Paragraph 4 of Schedule 5. The Return Path Services Provider shall pay each invoice rendered in accordance with Schedule 5 within 30 days of the date of the invoice (the "due date").
- 9.4 SSSL shall be entitled to charge, and the Return Path Services Provider shall pay, interest on any sums which are overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue and be calculated on a daily basis.
- 9.5 The Return Path Services Provider shall comply with any additional payment, deposit or security requirements specified in Paragraph 7 of Annex A.

10. AUDIT AND VERIFICATION

- 10.1 The Return Path Services Provider shall, within 14 days of the end of each calendar month, provide SSSL with a calculation in reasonable detail of the Additional Charges arising in the relevant calendar month. Upon written request, the Return Path Services Provider shall provide SSSL with such further information as SSSL reasonably requires to verify the calculation of the Additional Charges for the relevant calendar month.
- 10.2 SSSL shall be entitled to invoice the Return Path Services Provider for the Additional Charges 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 Additional Charges relate. Such invoices shall be based on the Return Path Services Provider's most recent return and such publicly available information as is available to SSSL. SSSL shall, in the invoicing round following receipt from the Return Path Services Provider of the return in respect of a particular calendar month in accordance with Clause 10.1, reconcile any difference between (i) the Additional Charges invoiced pursuant to this Clause 10.2 and (ii) the Additional Charges actually payable in respect of that calendar month based on the Return Path Services Provider's returns and any other information available to SSSL, EXCEPT THAT SSSL shall not be required (but shall be entitled) to reconcile any difference where such return is provided more than six (6) months after the end of the relevant calendar month.
- 10.3 The Return Path Services Provider shall maintain such records as are necessary in order to provide SSSL with the calculation referred to in Clause 10.1. Such records shall be retained for a minimum period of three years from the calendar month in respect of which they arise.
- 10.4 SSSL shall have the right during the Term and for three (3) years thereafter, on reasonable notice, to appoint an Auditor to verify some or all of the returns provided by the Broadcaster pursuant to Clause 10.1 (or to create such returns where the Broadcaster has failed to provide such returns). SSSL shall not be entitled to exercise such right within 12 months of previously appointing an Auditor, except where:
- 10.4.1 the Broadcaster has failed to provide returns in accordance with Clause 10.1 on one or more occasions since the previous appointment of an Auditor under this Clause 10; or
- 10.4.2 the previous audit had determined that the returns provided by the Broadcaster were in error such that the Additional Charges levied by SSSL in reliance on such returns were found to be five per cent (5%) or more in error; or

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 10.4.3 SSSL has reasonable grounds for believing that one or more of the returns provided by the Broadcaster since the previous audit contained incorrect information.
- 10.5 The Broadcaster shall ensure that the Auditor appointed by SSSL under this Clause 10 has such access during business hours and on reasonable notice to all information used to compile the returns and all other information which may be necessary to verify such information PROVIDED THAT SSSL shall ensure that the Auditor:
- 10.5.1 takes all reasonable steps to minimise administration, burden and cost to the Broadcaster resulting from its investigations;
- 10.5.2 undertakes to the Broadcaster not to disclose any Confidential Information it receives from the Broadcaster to any person save that it may disclose to SSSL such information as is necessary to calculate and verify the Charges arising pursuant to the Additional Charges; and
- 10.5.3 without prejudice to the ability of the Auditor to take and retain notes, does not copy any documents or computer records or remove from the premises of the Broadcaster any such documentation or computer records (whether in hard or electronic copy).
- 10.6 To the extent that the Auditor appointed by SSSL pursuant to Clause 10.4 requires access to the books, working papers, operating statistics and other relevant information of the Return Path Services Provider's Return Path Services Clients in order to verify the information provided by the Return Path Services Provider, the Return Path Services Provider shall procure that such access is provided on the terms set out in Clause 10.5.
- 10.7 SSSL shall bear the costs of the Auditor unless:
- 10.7.1 the Broadcaster has failed to provide a return in respect of a calendar month under Clause 10.1; or
- 10.7.2 the returns which have been audited by the Auditor are in error such that the Additional Charges levied by SSSL in reliance on such returns are found to be five per cent (5%) or more in error,
- in which case the Broadcaster shall bear the reasonable costs of the Auditor.
- 10.8 If the Auditor determines that an overpayment has been made by the Broadcaster, SSSL shall issue a credit note to the Broadcaster against future invoices within thirty (30) days' of such determination. If the Auditor determines that an underpayment has been made by the Broadcaster, SSSL shall issue an invoice to the Broadcaster for the shortfall within thirty (30) days' of such determination.
- 10.9 In the event that the Return Path Services Provider is required to remedy any underpayment pursuant to Clause 10.8, SSSL shall be entitled to charge interest in accordance with Clause 9.4 from the time at which the underpayment arose.

11. TERMINATION

- 11.1 Either party may terminate this Agreement by service on the other party of:

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 11.1.1 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; or
 - 11.1.2 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 notice period. Without prejudice to the generality of this Clause 11.1.2, the Broadcaster shall be considered to be in material and persistent breach of a material obligation if (a) it fails to pay any invoice issued by SSSL in accordance with Clause 9 within sixty (60) days of its due date or (b) it fails to pay by their due date any invoices issued by SSSL in accordance with Clause 9 for Charges relating to a period of three (3) months or more; or
 - 11.1.3 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
 - 11.1.4 notice in accordance with Clause 12.5.
- 11.2 The Return Path Services Provider may terminate this Agreement by service of not less than 30 days' prior notice in writing if the Return Path Services Provider reasonably considers that any changes in security measures or additional security measures required by SSSL to be effected and maintained pursuant to Clause 8.1 will result in the Return Path Services Provider incurring material additional costs.
- 11.3 If the Return Path Services Provider fails to pay any invoice issued in accordance with Clause 9 and Schedule 5 of this Agreement within 14 days of the due date, SSSL shall be entitled to terminate the Agreement by giving not less than 14 days' notice in writing to the Return Path Services Provider requiring that such invoice be paid, provided that such invoice is not paid during such 14 day period. This Clause 11.3 shall not apply to any invoice the accuracy of which is disputed in good faith by the Return Path Services Provider.
- 11.4 This Agreement may be terminated by SSSL with immediate effect on the occurrence of any of the events set out below (whether or not for the avoidance of doubt such event would otherwise be a repudiatory breach):
- 11.4.1 the passing of a resolution for the Guarantor's winding-up or summoning a meeting to pass any such resolution; or
 - 11.4.2 the Guarantor having a petition for a winding-up order presented against it; or
 - 11.4.3 a petition for an administration order being presented in relation to the Guarantor; or
 - 11.4.4 a receiver, administrative receiver, receiver and manager or similar officer being appointed by any person over all or any part of the Guarantor's property, assets or undertaking; or

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 11.4.5 the Guarantor taking or suffering any other action in consequence of debt including, without limitation, giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
 - 11.4.6 a proposal or threat to do any of the acts or things in paragraphs (11.4.1) to (11.4.5) (inclusive) being made; or
 - 11.4.7 any provision of the Deed of Guarantee being or becoming void, invalid or unenforceable against the Guarantor by reason of any applicable law.
- 11.5 Those provisions of this Agreement which by their nature were intended to continue after termination of this Agreement (including, to the extent relevant, Clauses 11 to 14 and 17 to 18) shall continue in full force and effect notwithstanding the termination or expiry of this Agreement.
- 11.6 Termination or expiry of this 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.

12. FORCE MAJEURE

- 12.1 Subject to Clause 12.2, 12.3 and 12.4 any delay or failure to perform an obligation under this Agreement by a party (the "affected party") shall not constitute a breach of this Agreement to the extent that it is caused by an event of Force Majeure.
- 12.2 The affected party shall promptly notify the other party in writing of the estimated extent and duration of the inability to perform its obligations.
- 12.3 Upon the cessation of the event of Force Majeure, the affected party shall promptly notify the other party in writing of such cessation.
- 12.4 The affected party shall use all reasonable endeavours to mitigate the effect of each event of Force Majeure.
- 12.5 If, following 90 days from the date of notification under Clause 12.2, the event of Force Majeure persists, the unaffected party may forthwith terminate this Agreement by service of notice in writing on the affected party.
- 12.6 Without prejudice to the generality of Clause 12, neither party shall be in breach of this Agreement for failure to perform its obligations or observe the provisions of this Agreement where to do so would place such party in breach of any applicable law, regulation, code of practice or similar instrument of any competent regulator.

13. LIABILITY

- 13.1 Neither party excludes or limits liability to the other party for death or personal injury, for breach of Clause 8.4 or liability arising under Clause 6.6.
- 13.2 Subject to Clause 13.1, 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

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

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.

13.3 Subject to Clauses 13.1 and 13.2, 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 Agreement shall be limited to:

13.3.1 one million pounds (£1,000,000) for any one incident or series of events arising from a single incident; and

13.3.2 five million pounds (£5,000,000) for all incidents in any twelve (12) month period.

13.4 Should any limitation or provision contained in this Clause 13 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted.

13.5 All representations, warranties and conditions, whether express or implied by statute, common law or otherwise, (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

13.6 Each party hereby acknowledges that, in entering into this Agreement, it has not relied on any representation or warranty of the other party except as expressly set out in this Agreement.

14. CONFIDENTIALITY

14.1 Subject to Clause 14.2 in respect of Confidential Information disclosed by the other party, each party shall and shall procure that its officers, employees and agents shall:

14.1.1 only use such Confidential Information for the purposes of this Agreement;

14.1.2 only disclose such Confidential Information to a third party with the prior written consent of the other party; and

14.1.3 ensure that any third party, to which Confidential Information is disclosed under Clause 14.1.2, executes a confidentiality undertaking on the terms of this Clause 14.

14.2 The provisions of Clause 14.1 shall not apply to any Confidential Information which:

14.2.1 is in or comes into the public domain other than by default of the recipient party;

14.2.2 is or has already been independently generated by the recipient party;

14.2.3 is in the possession of or is known by the recipient party prior to its receipt from the disclosing party; or

14.2.4 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.

14.3 Notwithstanding Clause 14.1, either party shall be entitled to disclose (subject to equivalent provisions of confidentiality as are set out in this Clause 14):

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 14.3.1 Confidential Information to its sub-contractors when such disclosure is necessary for the performance by that party of its obligations under this Agreement;
- 14.3.2 Confidential Information to Ofcom or any successor regulator; and
- 14.3.3 details of the terms and performance of this Agreement to its Associated Companies, auditors, legal and other professional advisers who are bound by duties of confidentiality.

15. ASSIGNMENT

- 15.1 The Broadcaster shall not assign, transfer, charge or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder without the prior written consent 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 15.2, SSSL shall not unreasonably withhold or delay its consent under this clause 15.1.
- 15.2 In the event of a proposed transfer or assignment of this 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.
- 15.3 SSSL may assign, transfer, charge or otherwise deal with the whole or any part of this Agreement or its rights or obligations hereunder.

16. PUBLICITY AND MARKETING

- 16.1 Subject to Clause 16.2 below and save as required by law or regulation and, neither party shall directly or indirectly make any press release or statement to the press, radio, television, or to the media in any way connected with the subject matter of this Agreement except with the consent of the other which shall not be unreasonably withheld.
- 16.2 Without prejudice to the rights which either party might have under any other agreement:
 - 16.2.1 the Return Path Services Provider shall not, without the express written consent of SSSL, in any advertisement, marketing materials or other publicity materials concerning the Interactive Services or otherwise, use any trade mark, service mark, or channel name of SSSL or any of its Associated Companies or any other Technology user; and
 - 16.2.2 SSSL shall not, without the express written consent of the Return Path Services Provider, in any advertisement, marketing materials or other publicity materials concerning the Authentication Services or otherwise, use any trade mark, service mark, or channel name of the Return Path Services Provider or any of its Associated Companies.

17. NOTICES

- 17.1 Any notice required or authorised by this Agreement must be given in writing and may be delivered personally or by commercial messenger or courier service, or sent by fax, or by prepaid, recorded, postal delivery.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 17.2 Notices so given will be deemed to have been duly given and received as follows:
- 17.2.1 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;
- 17.2.2 if sent by fax, when dispatched, proven by a valid fax transmission sheet,
- 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.
- 17.3 Notwithstanding Clause 17.2, 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 17 but such endeavours have been unsuccessful.
- 17.4 Notices addressed to SSSL shall be addressed to:
- The Company Secretary
Sky Subscribers Services Limited
Grant Way
Isleworth
Middlesex TW7 5QD
- Fax: 020 7900 7122
- 17.5 Notices addressed to the Broadcaster shall be addressed as specified in Paragraph 8 of Annex A.
- 17.6 SSSL and the Broadcaster may amend their address and facsimile number specified in Clause 17.4 or Paragraph 8 of Annex A (respectively) by written notice to the other party.

18. GENERAL

- 18.1 **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 Agreement. Each party shall ensure that information provided to the other party in accordance or in connection with this Agreement is correct to the best of its knowledge at the time of such provision.
- 18.2 **Counterparts:** This 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 Agreement
- 18.3 **Waiver:** The rights of each party under this Agreement are cumulative with, and not exclusive of, rights or remedies provided by law. The rights of each party under this Agreement may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that right.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 18.4 **Amendments:** Subject to Clause 5.2, any amendment of this Agreement will not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the parties.
- 18.5 **Severability:** If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- 18.5.1 the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
 - 18.5.2 the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- 18.6 **Third Party Rights:** A person who is not a party to this 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.
- 18.7 **Entire Agreement:** Save in the case of fraudulent misstatement or fraudulent misrepresentation, each party acknowledges that:
- 18.7.1 this Agreement constitutes the entire and only agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties relating to the subject matter hereof; and
 - 18.7.2 it has not been induced to enter into this 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 Agreement, other than as expressly set out in this 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.
- 18.8 **Law and Jurisdiction:** This 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.
- 18.9 **Other:** the parties hereby agree to comply with any other provisions set out in Paragraph 9 of Annex A.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

AS WITNESS the hands of the duly authorised representatives of the parties at the date first above written

For and on behalf of

SKY SUBSCRIBERS SERVICES LIMITED

For and on behalf of

THE RETURN PATH SERVICES PROVIDER

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 1 - DEFINITIONS

In this 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 and enabled, will descramble and enable viewing of digital satellite transmissions encrypted utilising the Technology and provides access for interactive services via the Technology.
"Additional Charges"	Sums charged by SSSL and payable by the Return Path Services Provider in accordance with Schedule 6.
"Advertiser"	A company whose products or services are the subject of the Interactive Advertisement which gave rise to the Advertising Response.
"Advertisement"	Advertising items as defined in Section 3.1 of the Ofcom "Code on Scheduling of TV Advertising" or its replacement.
"Advertising Response"	<p>Non-transactional information which is:</p> <ul style="list-style-type: none">(a) provided by a Customer in response to an Interactive Advertisement; and(b) collected via an authenticated Call between the Set Top Box and the Online Server; and(c) collected for the sole purpose of onward provision to the Advertiser in its original, summarised or distilled form. <p>Where the information provided by a Customer is incomplete or false, to the extent that the Return Path Services Provider neither passes on the information to the Advertiser or its agent nor retains the information itself (other than on a temporary basis), no Advertising Response shall be deemed to have occurred.</p>
"Advertising Response Identifying Details"	Any details contained within an Advertising Response that enable the identification of an individual or a household or otherwise enable an individual or a household to be contacted.
"Agreement"	This agreement together with the Schedules and Annex hereto.
"Application"	An OpenTV o_code application developed by or on behalf of a broadcaster or which is broadcast by a broadcaster which runs on top of the OpenTV API available in Set Top Boxes together with the associated Trigger Track (if any) used to launch the application. For the purposes of this definition each new application shall be deemed to be a new, separate application.
"Associated Company"	In the case of the relevant party, any subsidiary, any holding

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

company and any subsidiary of such holding company (as such terms are defined in Section 1159 of the Companies Act 2006).

- "Auditor"** A reputable and independent third party auditor appointed by SSSL (or, subject to the Broadcaster's agreement, Sky UK Limited's audit and risk management team).
- "Authentication Server"** A combination of hardware, software, network and other components used by SSSL to provide Authentication Services.
- "Authentication Services"** The services specified in Schedule 2.
- "BACC Copy Number"** The unique reference number of an advertising campaign established by the Broadcast Advertising Clearance Centre, or its replacement.
- "Call"** A telephone call made by a Set Top Box to the Return Path Infrastructure.
- "Call Charges"** In respect of calls made from the United Kingdom, the published rate on BT's standard calls package for calls to the telephone number promoted within a Relevant Application (exclusive of VAT). In respect of calls made from the Republic of Ireland, the published rate on Eircom's standard calls package for calls to the telephone number promoted within a Relevant Application (exclusive of VAT). For example, the Call Charges in respect of a Chargeable Call made from the United Kingdom lasting 3 minutes, where the published rate for calls to the telephone number on BT's standard calls package is 25ppm plus a connection fee of 5p (excluding VAT), would be £0.80.
- "Change Control Procedure"** The procedure set out in Schedule 7 for changes to the Technical Specifications or to the functionality or performance of the Authentication Services.
- "Chargeable Call"** Any of the following:
- (a) any:
 - (i) Voting Call;
 - (ii) Game Response Call; or
 - (iii) any other type of Callfor which the tariff used to calculate the Call Charge is greater than the Local Rate Tariff and in respect of which the Call Charge is the only charge incurred in respect of the Call; or
 - (b) any SMS which (i) results in the person who sent the message paying more than £0.12 (including VAT) or such other charge as may be agreed between the parties during the term and (ii) generates a revenue for the Return Path Services Provider or a

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

third party (excluding the relevant mobile telephony operators).

"Charges"	The charges for the provision of Authentication Services calculated in accordance with Schedules 5 and 6.
"Charitable Donation"	Either a Single Donation or a Multiple Donation.
"Charity"	<p>A charitable organisation that has either:</p> <ul style="list-style-type: none">(a) registered with the Charities Commission for England and Wales;(b) for charitable organisations based in Scotland, been recognised by HM Inland Revenue as a charity;(c) for charitable organisations based in Northern Ireland, been recognised as a charity by the Charities Branch, Department of Health and Social Services; or(d) for charitable organisations based in the Republic of Ireland, been accorded tax exempt status on charitable grounds by the Office of the Revenue Commissioners in Ireland <p>or a party acting on behalf of such organisation.</p>
"Commencement Date"	The date specified at paragraph [3] of Annex A.
"Conditional Access Services"	The conditional access services provided by SSSL to broadcasters and distributors to enable channels to be automatically entitled or to enable the encryption of subscription channels and pay per view or pay per night services.
"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, 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 Agreement and any terms proposed by either party (whether or not agreed) in connection with the negotiation of this Agreement.
"Consent"	Any specific and informed indication given by a person which signifies his/her agreement to personal data relating to him/her being processed for (a) specified purpose(s).
"Customer"	A viewer, within the Territory, of digital satellite transmissions via an Access Card and Set Top Box.
"Deed of Guarantee"	The deed of guarantee between the Guarantor and SSSL of even date.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

"DTH"	The reception of a programme service the signal for which is transmitted directly from a satellite to a satellite dish at the place of reception for the purpose of viewing that programme service at the place of reception.
"Email Service"	A service offered to consumers as part of the Interactive Services by means of which Customers are able to set up and operate e-mail accounts, including the sending and receiving of e-mails.
"Fault Handling Procedures"	The fault handling procedures for authentication services as defined by SSSL and amended from time to time.
"Force Majeure"	Any cause beyond a party's reasonable control affecting the performance by a 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, uplink and/or satellite failure or degradation, acts or omissions of persons or bodies beyond the reasonable control of the affected party.
"Gambling Service"	<p>The broadcast and online interactive television service(s) which comprise:</p> <ul style="list-style-type: none">(i) betting, fixed odds games and gaming products and services;(ii) the provision of information in relation to such gambling products;(iii) the management of any associated customer accounts.
"Game Response Call"	A Call triggered by a Customer in order to submit a score achieved by playing an interactive game for the purposes of entering a prize competition or other purpose related to the interactive game.
"Gross Margin"	<p>The total value of Stakes placed via each of the Gambling Services for the relevant period, after the deduction of:</p> <ul style="list-style-type: none">(i) winnings paid via the relevant Gambling Service during the relevant period;(ii) void Stakes and chargebacks relating to and/or arising from the relevant Gambling Service for the relevant period; and(iii) applicable taxes and levies including, without limitation, horse racing levy and general betting duty levied in relation to Stakes in respect of the relevant period.
"Guarantor"	The Guarantor named in paragraph [2] of Annex A.
"Identifying Details"	Any details (including but not limited to a name, address, phone number or e-mail address) that enable an individual or his/her

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

household to be contacted.

"Intellectual Property Rights"

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

"Interactive Advertisement"

An Advertisement broadcast on one or more channels during which people viewing the channel(s) are prompted to launch an Application which launches via the use of a Trigger Track.

"Interactive Services"

The digital interactive television services as are provided by the Return Path Services Provider or its Return Path Services Clients on the digital satellite platform from time to time.

"Intermediate Replacement Card"

A replacement Access Card which is provided, during the life cycle of a card population containing particular algorithms, to replace a card which has been lost, stolen, damaged or otherwise requires replacement.

"KMS"

Key management server.

"Local Rate Tariff"

In respect of calls made from within the United Kingdom, BT's published standard rate for local voice calls. In respect of calls made from the Republic of Ireland, the published rate for local voice calls on Eircom's standard calls package.

"Marketing Registration"

The collection and recording of Identifying Details where either: (i) the the express or implied Consent of the subject has been obtained or (ii) Consent has not been obtained but there is an intent (subject to complying with any applicable legislation) to use the Identifying Details for marketing purposes, whether such intent is present at the time that the Identifying Details are collected or is formed subsequently.

For the avoidance of doubt, a Marketing Registration shall be considered to have occurred whether the collection of a person's or household's Identifying Details is effected as part of a stand-alone registration process or incidentally as part of another service contained within an Application.

"Multiple Donation"

An instruction made by a Customer to a Charity as a result of which a specified Charity will receive multiple payments from the Customer over a period of time (typically a standing order or direct debit arrangement).

"NAS"

The Return Path Services Provider's network access server which acts as an interface between the PoP Network and the Authentication Server.

"Online Interactive"

The elements of the Interactive Services which are provided by

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Services"	means of the Online Server (as opposed to in the broadcast stream).
"Online Server"	Online server used by the Return Path Services Provider (and notified to SSSL) for the provision of the Return Path Services.
"Operations Manual"	SSSL's Operational Procedures for Third Party Authentication Services at the date of this Agreement and as subsequently amended in accordance with the terms of this Agreement.
"Pay TV Customer Services"	services provided by or on behalf of a pay TV distributor that enable viewers to: access information about their account with that pay TV distributor, including information about the pay TV products to which they have subscribed or purchased on a pay-per-view basis; view the invoices issued to them by that pay TV distributor; subscribe/unsubscribe to/from additional pay TV products provided by that pay TV distributor; and register as a new customer of that pay TV distributor (in order that they may then subscribe to pay TV products or make impulse pay-per-view purchases from that pay TV distributor).
"Performance Levels"	The performance levels for the Authentication Services as set out in Schedule 2.
"PoP Network"	The "point of presence" telecommunications network established by the Return Path Services Provider (and notified to SSSL) to enable communications between Set Top Boxes, the Authentication Server and the Online Server.
"RADIUS Client"	The Return Path Services Provider's RADIUS client running on the NAS which plays a role in the first level unilateral subscriber authentication.
"Relevant Applications"	Applications signed by the Return Path Services Client or the Return Path Services Provider, or Applications otherwise launched from within the services of the Return Path Services Client or the Return Path Services Provider.
"Retail Transactions"	Any Transaction as a result of which the consumer receives goods of a physical nature.
"Return Path Services Client"	A third party which has entered into an arrangement with the Return Path Services Provider to enable such third party to provide interactive services which utilise the Return Path Infrastructure.
Return Path Infrastructure	The collection of computer systems, software, network equipment and other components, for which the Return Path Services Provider is responsible as set out at Paragraph 7.3 of Schedule 2, which facilitate the provision of Return Path Services.
"Return Path Services"	The services provided by the Return Path Services Provider either to itself or a third party using the Return Path Infrastructure.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

"Scheduled Downtime"	Planned Authentication Server downtime agreed between SSSL and the Return Path Services Provider in accordance with Schedule 2, Paragraph 8.
"SCMS"	SSSL's subscriber card management services centre which, among other things, manages Access Cards and maintains a database of Customer data and valid Access Cards.
"Second"	A second as recorded by the Authentication Server.
"Security Library"	The software libraries provided by SSSL which run on the Online Server and which provide message security between the Relevant Application and the Online Server.
"Security Measures"	The security measures specified at Schedule 9.
"Set Top Box"	A viewer terminal system (whether or not integrated into a TV set) which is compatible with the Technology, capable of decoding direct to home digital satellite transmissions encrypted utilising such technology and which is capable of supporting Applications using OpenTV v1.2/v1.3.
"Single Donation"	A single payment successfully collected by or on behalf of a specified Charity from a Customer.
"SMS"	A message sent by a person to a telephone number or short code promoted within an Interactive Service using a "short message service" or "multimedia messaging service" operated by a provider of mobile network services.
"SMS Service"	A service offered to consumers as part of the Interactive Services by means of which Customers are able to send text messages to mobile telephones. For the avoidance of doubt, a service by which Customers are able to purchase a product or service shall not be considered to be an SMS Service but shall be considered to be a Retail Transaction for the purposes of this Agreement.
"Stake"	Any amount staked by a viewer with the Interactive Service provider in order to place a bet or play a game in one of the Gambling Services.
"Technical Specifications"	The technical specifications listed in Schedule 4 as changed from time to time in accordance with Clause 5.2.
"Technology"	All software, hardware, other equipment and procedures (including the Access Cards, the Set Top Boxes and software comprised in the same) used in the provision of the Authentication Services.
"Territory"	the United Kingdom, Eire, the Channel Islands and the Isle of Man.
"Test Online System"	An online server which replicates the functionality of the Online Server (including the Security Library and the encryption/signature mechanism functionality utilised by the Online Server), together with the associated dial in PoP network and a communications link

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

with SSSL.

"Ticket Transaction"

Any Transaction as a result of which the consumer receives a single entrance ticket(s) to:

- (i) live music events;
- (ii) live sports events;
- (iii) live theatre, opera, ballet and other dance events;
- (iv) cinema screenings; or
- (v) any other live attractions.

For the avoidance of doubt, any Transaction as a result of which the consumer receives a season ticket or other multiple entrance ticket for any of the attractions referred to at (i) to (v) above will be considered to be a Retail Transaction for the purposes of this Agreement.

"Transaction"

Any transaction for the purchase of goods or provision of services which results directly from the Interactive Services containing either an invitation to treat or an offer to consumers (on behalf of the Return Path Services Provider, a Return Path Services Client or any other person) whereby the consumer can either:

- (i) make an offer in response to the invitation to treat contained in the Interactive Services which can be accepted (by the Return Path Services Provider, the Return Path Services Client or other person as appropriate); or
- (ii) accept an offer contained in the Interactive Services for the sale of goods (from the Return Path Services Provider, the Return Path Services Client or other person as appropriate).

"Transaction Revenue"

The full cost to the Customer of the Retail Transaction or Travel Transaction excluding:

- (a) Any VAT payable in respect of the Retail Transaction or Travel Transaction;
- (b) Any separate post and packaging charges provided that such charges represent the direct cost to the Return Path Services Provider (or its Return Path Services Clients, as appropriate) in delivering the goods to the consumer and do not include any unreasonable mark-up;
- (c) Any refunds or charge-backs made in respect of the Retail Transactions or Travel Transactions.

"Travel Transaction"

Any Transaction as a result of which the consumer receives services

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

associated with travel and holidays, including (but not limited to) holiday insurance, transport tickets, hotel bookings, car rental, and equipment rental.

“Trigger Module”

The data module provided by a broadcaster in accordance with the syntax defined by SSSL which carries the icon and the description of the EPG behaviour in response to user actions.

Trigger Module Directory”

The data file provided by SSSL which, together with the relevant Trigger Module, enables broadcasters to make use of the icon mechanism for launching Applications.

“Trigger Track”

The broadcast data track comprising the Trigger Module and the Trigger Module Directory.

“Vote”

Any means by which a Customer is permitted to express a personal preference between different options.

“Voting Call”

A telephone call made by the Set Top Box and triggered by a Customer in order to make a Vote, for the delivery of the Vote from a Customer's Set Top Box to the Online Server.

“Voting Service”

Services by means of which Customers are able to place Voting Calls.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 2 - AUTHENTICATION SERVICES

1. Authentication Services Overview

- 1.1 Subject to the terms of this Agreement and, in particular but without limitation, the terms of this Schedule 2, SSSL shall, through the Authentication Services:
- 1.1.1 enable Customers to attempt to access the Online Interactive Services from the Set Top Box;
 - 1.1.2 provide security for the Online Server by limiting access to properly authenticated Access Cards; and
 - 1.1.3 provide the Return Path Services Provider with a unique identifier to the relevant authenticated Set Top Box.

2. Permitted Interactive Services

- 2.1 By way of voluntary commitments to Ofcom dated 23 April 2015 (the "Commitments"), Sky has agreed that it shall provide Authentication Services to the Return Path Services Provider in respect of the provision of interactive services to end users on Set Top Boxes including, but not limited to:
- 2.1.1. services that enable viewers to access and play games;
 - 2.1.2. services that enable viewers to access and use betting services;
 - 2.1.3. services that enable viewers to vote;
 - 2.1.4. Pay TV Customer Services.
- 2.2 Under this Agreement SSSL shall provide the Return Path Services Provider with the Authentication Services in respect of the interactive services listed in Annex A.

3. Selection of Online Interactive Services

- 3.1 Where a Customer selects an Interactive Service which then causes the Set Top Box to go on-line or the Customer otherwise elects to go on-line using a service provided as part of the Online Interactive Services, the modem in the Set Top Box will send an authentication message to the NAS, which shall route the authentication message to the appropriate Authentication for authentication. For the avoidance of doubt, SSSL shall have no obligation to ensure that the NAS routes the authentication message to the appropriate Authentication Server for authentication.
- 3.2 The Return Path Services Provider shall provide SSSL with reasonable prior notice of and keep SSSL regularly informed in respect of any actions being taken by it in respect of the PoP Network, the Online Server, or the quantity or nature of their services through their network which may have a material effect (whether temporary or otherwise) on the number of authentication requests per second being received by the Authentication Server.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

4. Authentication

- 4.1 SSSL shall locate the Authentication Server in secure facilities at Chilworth. In the event that SSSL wishes to locate the Authentication Server at any location not in Chilworth or Osterley, it shall recommend a Change under Schedule 7. SSSL may also operate one or more other servers performing the functions of the Authentication Server for the purposes of disaster recovery and may locate such other servers at such locations as it sees fit.
- 4.2 Upon receipt of a call under Paragraph 3.1 of this Schedule 2, the Authentication Server shall authenticate the Access Card. Such authentication shall involve the following steps:
- 4.2.1 unilateral authentication using RADIUS and CHAP whereby the Authentication Server confirms to the NAS that the Set Top Box and Access Card making the call are valid; and
- 4.2.2 bilateral authentication using a CHAP-like protocol over HTTP whereby the Authentication Server confirms that the Access Card is valid and generates session security keys.
- 4.3 The Authentication Services shall support the interfaces in connection with authentication as specified in the Technical Specifications.

5. Access to the Online Server

- 5.1 The Authentication Services shall provide a mechanism whereby Customers are prevented from gaining access to the Online Interactive Services unless the Access Card concerned has been authenticated in accordance with Paragraph 4.2.
- 5.2 SSSL shall ensure that an Application is only permitted to attempt to establish a connection to the Online Server where the Application has been properly signed in accordance with SSSL's signing procedures from time to time.

6. Security for Online Sessions

- 6.1 The Return Path Services Provider acknowledges that if the KMS is not operating for any reason, messages sent from the Set Top Box to the Online Server can be authenticated but will not be encrypted or signed.
- 6.2 If the KMS is not operating for any reason, SSSL shall take all actions necessary to restore the role of the KMS in the authentication process as soon as reasonably practicable.
- 6.3 Upon completion of a successful authentication in accordance with Paragraph 4.2, the Authentication Server shall pass the session specific signature and encryption/ decryption keys for the online session associated with that authentication to the KMS.
- 6.4 SSSL shall ensure that:
- 6.4.1 provided the KMS is operating, messages sent between the Set Top Box and the Online Server and between the Online Server and the Set Top Box can be encrypted;

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 6.4.2 messages sent between the Set Top Box and the Online Server and between the Online Server and the Set Top Box contain space for a digital signature; and
- 6.4.3 provided the KMS is operating, messages sent from the Set Top Box to the Online Server are signed.
- 6.5 SSSL shall ensure that the checking of signatures of messages received at the Set Top Box and the Online Server can take place under the control of the Interactive Application.
- 6.6 SSSL shall ensure that the signing of messages to the Set Top Box from the Online Server can take place under the control of the Interactive Application, and that where a message is not signed, random data shall be placed in the space reserved for the signature.
- 6.7 SSSL shall ensure that the encryption of messages can take place under control of the Application.
- 6.8 SSSL shall provide the technology for packet signature and packet encryption and key generation for secure communications between the Set Top Box and the Online Server during online sessions. Such technology shall include:
 - 6.8.1 bi-directional packet signature generation and validation; and
 - 6.8.2 bi-directional packet encryption and decryption.
- 6.9 Different credentials shall be used for unilateral authentication, bilateral authentication (in accordance with Paragraph 4.2) and signature and encryption/decryption.
- 6.10 The Return Path Services Provider shall ensure that the NAS notifies the relevant Authentication Server of the end of any online session so that the Authentication Server can delete the signature and the encryption/decryption keys associated with that specific session.
- 6.11 The Return Path Services Provider shall comply with:
 - 6.11.1 all reasonable security standards notified to it by SSSL in respect of the location of the Security Library on the Online Server and in premises under the control (direct or indirect) of the Return Path Services Provider; and
 - 6.11.2 all reasonable directions made by SSSL in respect of the operation of the Security Library.

7. Component Responsibilities

- 7.1 The provision of Authentication Services by SSSL to the Return Path Services Provider requires a number of physical components to be made available by each party. For the avoidance of doubt, the various components for which each party is responsible are set out in this Paragraph 7.
- 7.2 SSSL shall provide and maintain the following components in connection with the provision of the Authentication Services:

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 7.2.1 Set Top Box verifier: the Set Top Box software components which provide the interface between the Set Top Box middleware and the Access Card;
 - 7.2.2 Authentication Server: including the interactive security server host and the SCMS card checking mechanism;
 - 7.2.3 Security Library: located on the Online Server (subject to Paragraph 7.3.6);
 - 7.2.4 KMS;
 - 7.2.5 SCMS; and
 - 7.2.6 Network connections between the Authentication Server and the SCMS.
- 7.3 The Return Path Services Provider shall be responsible for the provision and maintenance of the following components in connection with the receipt of the Authentication Services and the provision of the Return Path Services and the Interactive Services:
- 7.3.1 the Online Server;
 - 7.3.2 PoP Network, NAS and RADIUS Client;
 - 7.3.3 All firewalls and routers between the NAS, the Online Servers and the telecommunications circuits;
 - 7.3.4 LAN systems on the Return Path Services Provider side of the Authentication Server platform routers;
 - 7.3.5 Telecommunications circuits between the Authentication Server and the Online Server; and
 - 7.3.6 Operation of the Security Library.
- 7.4 The Return Path Services Provider shall ensure that each of the components identified in Paragraph 7.3 is capable of receiving appropriate data passed to it by SSSL as part of the Authentication Services in accordance with the Technical Specifications.
- 7.5 SSSL shall be responsible for the configuration of the platform routers on both the Authentication Server and Online Server sides of the Online Server/Authentication Server firewall.

8. Scheduled Downtime

- 8.1 The parties acknowledge that it will be necessary to perform software upgrades and maintenance on the Authentication Server in order to ensure its continued operation. The provision of such software upgrades and routine maintenance may on occasion require Scheduled Downtime.
- 8.2 Scheduled Downtime shall be considered to arise:

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 8.2.1 during any periods in which the Authentication Services are not available as result of the upgrading of the software or systems used to provide the Authentication Services; and
 - 8.2.2 during any periods in which the Authentication Services are not available as result of routine maintenance on the software or systems used to provide the Authentication Services.
- 8.3 The parties shall agree in advance the provision and timing of any Scheduled Downtime to effect software upgrades and routine maintenance in accordance with Paragraph 8.1. Such agreement shall not be unreasonably withheld or delayed.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 3 – CAPACITY AND PERFORMANCE

1. Capacity

- 1.1 The Return Path Services Provider acknowledges that:
- 1.1.1 SSSL has tested the capacity of the Authentication Servers and has concluded that the Authentication Servers are capable of handling at least [TO BE ADVISED BY SSSL] authentication requests per Second;
 - 1.1.2 the Authentication Servers may be able to handle more than [TO BE ADVISED BY SSSL] authentication requests per Second but SSSL has not tested the impact of any greater number of authentication requests on the Sky digital satellite platform;
 - 1.1.3 the Authentication Servers receive authentication requests from not only the Return Path Services Provider but also from third parties to which SSSL provides Authentication Services;
 - 1.1.4 if the Authentication Servers receive more than [TO BE ADVISED BY SSSL] authentication requests per Second from the Return Path Services Provider there may be a degradation in performance of the Authentication Server, that queues of authentication requests may build up and that authentication requests may be timed out.
- 1.2 If the Authentication Servers receive more than [TO BE ADVISED BY SSSL] authentication requests per Second from the Return Path Services Provider and SSSL reasonably believes that the level of such requests is causing an adverse impact on (i) the provision by SSSL of Authentication Services to third parties and/or (ii) the Sky digital satellite platform, then SSSL may limit the number of authentication requests per Second that the Authentication Server is able to process from the Return Path Services Provider until such time that the Return Path Services Provider has reduced the number of authentication requests to no more than [TO BE ADVISED BY SSSL] per Second.
- 1.3 SSSL shall notify the Return Path Services Provider if it exercises its limitation right under Paragraph 1.2 above. The Return Path Services Provider shall continue to be liable for the Charges during any period of limitation under Paragraph 1.2.

2. Performance Levels

- 2.1 The technical Authentication Services shall be available to the Return Path Services Provider in accordance with the performance levels set out in this Paragraph 2.
- 2.2 Provision of the Authentication Services shall take place in accordance with the performance requirements set out below.

Performance Measurement	Performance Level
Operating Hours	24 hours x 7 days/week

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Availability during Operating Hours	99.7%
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Table 2.2 - Performance Requirements

3. Availability

- 3.1 The availability of the Authentication Services shall be measured against the relevant Operating Hours as set out in Table 2.2.
- 3.2 The statistics required to determine the availability of the Authentication Services set out in Table 2.2 shall be measured continuously and consolidated on a monthly basis. Conformance with the availability requirement shall be determined over a quarter. For the purposes of this Paragraph, a "quarter" shall mean a period of three calendar months commencing on 1 January, 1 April, 1 July or 1 October in any year.
- 3.3 In determining whether the Authentication Services are to be considered available for the purposes of requirements set out in Table 2.2, no account shall be taken of:
- 3.3.1 Scheduled Downtime;
 - 3.3.2 any periods during which the Authentication Services are not available as a result of Authentication Server performance degradation and the need for the Authentication Server to be restored as a result of more than [TO BE ADVISED BY SSSL] authentication requests being received per second;
 - 3.3.3 times when the Authentication Services are being performed without communication with the SCMS provided that not more than 5% of authentication requests are failing because the relevant Customer is using a newly replaced Access Card; or
 - 3.3.4 any periods during which the Authentication Services are not available due to an event of Force Majeure.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 4 - TECHNICAL SPECIFICATIONS

[The Technical Specifications will be provided following signature of a non-disclosure agreement.]

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 5 - CHARGES

1. Fixed Charges

- 1.1 The Return Path Services Provider shall pay SSSL fixed Charges of £[TO BE CONFIRMED BY SSSL] per annum ("Fixed Charges"). The Fixed Charges shall reflect a share of:
- 1.1.1 the hardware, software and human resource costs in establishing the technology infrastructure utilised for the provision of the Authentication Services; and
 - 1.1.2 the anticipated operating and ongoing development costs associated with the provision of the Authentication Services.

2. Additional Charges

- 2.1 The Return Path Services Provider shall pay SSSL the additional charges set out in Schedule 6 (the "Additional Charges").

3. Card Replacement Charges

- 3.1 Subject to Paragraph 3.2 below, the Return Path Services Provider shall pay a charge of £[12.50] for the issuance of each Intermediate Replacement Card to a Customer in accordance with Clause 7. For the avoidance of doubt, only a single charge shall be levied pursuant to this Paragraph 3.1 where SSSL issues an Intermediate Replacement Card pursuant to Clause 7.2 and then issues a further Intermediate Replacement Card pursuant to Clause 7.3.
- 3.2 The Return Path Services Provider shall not be required to pay any charge for the issuance of each Intermediate Replacement Card to a Customer in accordance with Clause 7 if in the relevant month the number of Intermediate Replacement Cards issued to Customers at the request of the Return Path Services Provider does not exceed 0.2% of the total number of Customers who accessed the Online Interactive Services in the previous calendar month.

4. Invoicing

- 4.1 SSSL shall invoice the Fixed Charges and the Additional Charges monthly in advance.
- 4.2 SSSL shall invoice the charges payable in accordance with Paragraph 3.1 monthly in arrears. Each invoice shall contain (or shall be accompanied by) sufficient information to support the calculation of the Charges shown therein.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 6 - ADDITIONAL CHARGES

- 1.1 SSSL shall charge and the Return Path Services Provider shall pay the Additional Charges set out in Paragraph 1.2, together with the Additional Charges agreed or determined pursuant to Paragraph 1.3.
- 1.2 There shall be no Additional Charges in respect of Pay TV Customer Services.
- 1.3 The Return Path Services Provider shall pay the following Additional Charges for the activities set out below. For the avoidance of doubt, Additional Charges shall be payable by the Return Path Services Provider in respect of all of the activities set out below which are made available using any Interactive Service, including without limitation where the activity is undertaken by a Return Path Services Client and not by the Return Path Services Provider. For the further avoidance of doubt, more than one charge may apply to any particular service or Application. For example a Marketing Registration may occur within a service or Application which also contains a Chargeable Call and the Return Path Services Provider shall pay Additional Charges for each separate activity:

Activity to which the charge applies	Additional Charges	Information to be provided pursuant to Clause 10.1
Email Service	£0.04 per authentication that results in a Customer accessing an Email Service. The Additional Charges for Email Services do not apply where the relevant Call to the Email Service is a Chargeable Call.	Not applicable
Voting Services	£0.04 per Voting Call. The Additional Charges for Voting Services do not apply where the relevant Voting Call is a Chargeable Call.	Not applicable.
Game Response Calls	£0.04 per Game Response Call. The Additional Charges for Game Response Calls do not apply where the relevant Game Response Call is a Chargeable Call.	Not applicable.
SMS Services	£0.04 per authentication that results in a Customer accessing an SMS Service. The Additional Charges for SMS Services do not apply where the relevant SMS is a Chargeable Call.	Not applicable.
Charitable	£0.04 per authentication that results in	(a) a list of Charities in

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Activity to which the charge applies	Additional Charges	Information to be provided pursuant to Clause 10.1
Donations	<p>a Charitable Donation; and</p> <p>(a) £0.11 for each Single Donation made.</p> <p>(b) £0.31 for each Multiple Donation made.</p> <p>No Additional Charges are payable in respect of Single Donations which do not result in any payment to the charity for whatever reason (for example, due to incorrect data being entered by the Customer or insufficient funds to cover the proposed donation).</p>	<p>respect of which Charitable Donations have been collected in the relevant month;</p> <p>(b) the total number of Single Donations and the total number of Multiple Donations recorded in the relevant month; and</p> <p>(c) a calculation of the amount due to SSSL for Charitable Donations for the relevant month calculated in accordance with this table.</p>
Advertising Responses	<p>£0.04 per authentication that results in an Advertising Response; and</p> <p>£0.03 for each Advertising Response where Advertising Response Identifying Details are collected within the Advertising Response and passed on to the Advertiser or its agent.</p> <p>For the avoidance of doubt, Advertising Responses containing Advertising Response Identifying Details, which are retained by the Return Path Services Provider or by any party other than the relevant Advertiser (or its agent) shall be considered to be Marketing Registrations and may give rise to further Additional Charges for Marketing Registrations.</p>	<p>(a) a list of interactive advertising campaigns, listed by unique name or BACC Copy Number, which have caused Advertising Responses to occur via the Online Server in the relevant month;</p> <p>(b) a list of channels on which the interactive advertisements that gave rise to the Advertising Responses appeared;</p> <p>(c) the total number of Advertising Responses collected via the Online Server in the relevant month;</p> <p>(d) the total number of Advertising Responses for which Advertising Response Identifying Details were collected and provided to the Advertiser in the relevant month;</p>

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Activity to which the charge applies	Additional Charges	Information to be provided pursuant to Clause 10.1
		(e) the amount due to SSSL for Advertising Responses in the relevant month calculated in accordance with this table.
Retail Transactions	£0.04 per authentication which results in a Retail Transaction; and 2% of Transaction Revenue.	The Return Path Services Provider shall provide details of the aggregate value of all Transaction Revenue for each calendar month.
Chargeable Calls	The greater of (a) four pence (£0.04) per Chargeable Call or (b) five percent (5%) of the Call Charges in respect of the Chargeable Call.	(a) a list of the Interactive Services which during the previous month gave rise to Chargeable Calls; and (b) the total number of Chargeable Calls and total Call Charges in the previous month, broken down by telephone tariff; and c) the amount due to SSSL for Chargeable Calls in the previous calendar month.
Gambling Services	25 % of Gross Margin; and £0.01 per authentication that results in the customer access a Gambling Service	The Return Path Services Provider shall provide details of the Gross Margin on a monthly basis.
Ticket Transactions	£0.04 per authentication that results in a Customer conducting a Ticket Transaction.	Not applicable.
Travel Transactions	(i) £0.04 per authentication that results in a Travel Transaction; and (ii) 1.5% of Transaction Revenue.	Not applicable.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 1.4 In respect of Interactive Services other than those covered in Paragraph 1.3 above, the Additional Charges shall be agreed between the parties from time to time.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 7 - CHANGE CONTROL PROCEDURE

1. This Change Control Procedure shall apply to the progression by the parties of any request by the Return Path Services Provider or recommendation by SSSL for a change to the Technical Specifications or to the scope, functionality or performance of the Authentication Services (each a "Change").
2. The Return Path Services Provider hereby acknowledges that SSSL has wider platform responsibilities than the provision of the Authentication Services to the Return Path Services Provider and that SSSL shall incur no liability to the Return Path Services Provider in respect of delays in progressing a Change Request prior to this Agreement being amended pursuant to Paragraph 5.
3. SSSL shall not be required to implement any proposed Change.
4. The procedure for the progression of each Change requested by the Return Path Services Provider shall be as follows:
 - 4.1 the Return Path Services Provider will provide SSSL with a written request detailing the proposed Change ("Change Request");
 - 4.2 as soon as is reasonably possible following receipt of a Change Request SSSL will:
 - 4.2.1 notify the Return Path Services Provider whether it objects to the proposed Change pursuant to Paragraph 3; or
 - 4.2.2 inform the Return Path Services Provider as to whether the proposed Change would be a Minor Change or a Major Change. For the purposes of this Schedule 7, a "Minor Change" means a Change that SSSL consider would take no more than 2 days to implement and a "Major Change" means a Change that SSSL considers would take more than 2 days to implement;
 - 4.2.3 in the case of a Minor Change, provide the Return Path Services Provider with (i) an estimate of the time it will take SSSL to implement the proposed Change, (ii) the fee per man/day for implementing the proposed Change and (iii) an estimate of the likely impact (if any) on the Charges payable under this Agreement.
 - 4.2.4 in the case of a Major Change, provide the Return Path Services Provider with an initial estimate of cost and elapsed time required to provide an Evaluation Report (as defined in Paragraph 4.4 in respect of that Change Request, and an initial indication of the size and cost of the requested Change;
 - 4.3 in the case of a Minor Change, the Return Path Services Provider will notify SSSL in writing, within 30 days (or such longer period as SSSL shall allow acting reasonably) of receipt of the information specified at Paragraph 4.2.3 above, of its decision whether or not to request SSSL to proceed with the Change on the terms specified or on such other terms as are agreed between the parties;

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

- 4.4 in the case of a Major Change, if instructed by the Return Path Services Provider to do so within 14 days of receipt by the Return Path Services Provider of SSSL's initial estimate, SSSL will provide the Return Path Services Provider as soon as reasonably practicable after such instructions, with an evaluation report on the proposed Change ("Evaluation Report") which will include, without limitation, a feasibility study, and details of resource requirements and the impact on the Authentication Services charges payable by the Return Path Services Provider (or any other cost implications for the Return Path Services Provider). All costs incurred, including charges for time spent, in the preparation of the Evaluation Report shall be at the Return Path Services Provider's expense. The Return Path Services Provider will consider the Evaluation Report and will notify SSSL in writing, within 30 days (or such longer period as SSSL shall allow acting reasonably) of receipt of the Evaluation Report of its decision whether or not to request SSSL to proceed with the Change on the terms set out in the Evaluation Report or on such other terms as are agreed between the parties; and
- 4.5 the timetable for the implementation of any agreed change shall be agreed between the parties in good faith.
5. On receipt by SSSL of the Return Path Services Provider's request to proceed pursuant to Paragraph 4.3 or 4.4, the parties shall amend this Agreement in accordance with the terms set out in the Evaluation Report or on such other terms as are agreed between the parties to give effect to the Change. Such amendment shall take place as follows:
- 5.1 the parties shall use the form of amendment set out in the Annex to this Schedule or such other form of amendment as is agreed between them; and
- 5.2 unless and until such amendment is made in accordance with Clause 18.4 no such Change shall be considered effective and the Agreement shall not in any way be considered to have been amended as a result of such Change.
6. If SSSL recommends a Change which affects any Authentication Server interface with any component for which the Return Path Services Provider is responsible (as set out in Schedule 2, Paragraph 7.3), SSSL shall deliver an Evaluation Report to the Return Path Services Provider in respect of that proposed Change and the parties shall progress that proposed Change in accordance with the procedure detailed in Paragraphs 4.4, 4.5 and 5 above, provided that SSSL shall evaluate and report on the proposed Change without additional charge to the Return Path Services Provider.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 8 - SERVICE CREDITS

1. Subject to Paragraph 2 below, Service Credits will be awarded by SSSL to the Return Path Services Provider in accordance with Paragraph 3 in any quarter (as defined in Paragraph 3.2 of Schedule 3) in which SSSL fails to provide the Authentication Services in accordance with the availability requirements of Schedule 3, Paragraphs 2 and 3.
2. No Service Credits shall be awarded by SSSL to the Return Path Services Provider in respect of any continuous period of 5 minutes where the average number of authentication requests per second exceeded 600 authentication requests per second.
3. Service Credits shall be awarded as follows:

$$(N - 40) \times \text{£}[TBC]$$

Where N is the total number of minutes of non-availability in the relevant calendar quarter.

4. Any Service Credits awarded in a calendar quarter shall be included on the invoice for the next calendar month after the end of the relevant calendar quarter.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

SCHEDULE 9 - SECURITY MEASURES

The Security Measures are as follows:

1. All equipment and facilities operated and maintained by the Return Path Services Provider in connection with the Return Path infrastructure must be situated at a location(s) that is subject to access restrictions. Access to such location(s) must be restricted to specified members of staff who are required to operate such equipment and facilities, and a log must be kept of persons accessing such location(s).
2. The Online Servers must be monitored by video surveillance which must be monitored by security personnel at all times.
3. The networks for which the Return Path Services Provider is responsible in connection with the Return Path Infrastructure (including but not limited to the PoP Network, the NAS and the LAN systems) must be protected by firewall rules. Such rules must control both inbound and outbound network traffic, in order to protect and restrict access to the Return Path Infrastructure and the Technology.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Annex A

1. Return Path Services Provider

The Return Path Services Provider is [insert], a company incorporated under the laws of England and Wales (registered number [insert] and registered VAT number [insert]), whose registered office is at [insert].

2. Guarantor

The Guarantor is [insert], a company incorporated under the laws of England and Wales (registered number [insert] and registered VAT number [insert]), whose registered office is at [insert].

3. Commencement date

The Commencement Date shall be [insert / the date hereof].

4. Expiry date

The Agreement shall expire on [insert date 3 years after the Commencement Date].

5. Schedule 6 Activities

[Delete as appropriate]

Pay TV Customer Services
Retail Transactions
Chargeable Calls
Email Service
Voting Services
Game Response Calls
SMS Services

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

Charitable Donations
Advertising Responses
Gambling Services
Ticket Transactions
Travel Transactions

6. Invoice email address

[insert]

7. Additional payment, deposit or security arrangements

[insert]

[OR]

[Not applicable.]

[OR]

- 7.1 The parties acknowledge that the Return Path Services Provider has paid to SSSL a deposit of £[insert], in accordance with Sky's current policy, amounting to three (3) months' Fixed Charges including any applicable VAT ("the Deposit").
- 7.2 Subject to Paragraph 7.3 below, SSSL shall repay the Deposit, plus any interest payable to the Return Path Services Provider pursuant to Paragraph 7.4 to the Return Path Services Provider within thirty (30) days of expiry or earlier termination of this Agreement.
- 7.3 Any sums invoiced under this Agreement in accordance with Clause 9 which have not been paid by the Return Path Services Provider shall be deducted from the Deposit before its repayment to the Return Path Services Provider in accordance with Paragraph 7.2.
- 7.4 SSSL shall pay interest on the Interest Earning Sum (as defined in Paragraph 7.5 below) 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 Paragraph 7.2. Such interest shall accrue and be calculated on an annual basis.
- 7.5 The Interest Earning Sum shall be equal to the Deposit, minus the average Charges which have not been paid by their due date (calculated on a daily basis) during the Term.
- 7.6 For the avoidance of doubt, nothing in this Paragraph 7 shall affect the Return Path Services Provider's obligation to pay all invoices issued in accordance with Clause 9 of the Agreement by their due date.

SSSL'S STANDARD TERMS AND CONDITIONS AS AT 020415

8. Notices Address

The Return Path Services Provider's address and fax number for Notices shall be:

[insert name and/or position]

[insert company name]

[insert postal address]

Fax: [insert]

9. Other

[insert]