



General Terms and Conditions for the Purchase of Services and Goods

UPC BROADBAND HOLDING B.V.
The Netherlands 2017

General Terms and Conditions for the Purchase of Services and Goods

Table of Contents

PART A

General Provisions

Article 1	Definitions	3
Article 2	Applicability	4
Article 3	Ordering Process and Conclusion of Contract	4
Article 4	Price and Payment	5
Article 5	Delivery and Time of Delivery	6
Article 6	IPR Ownership	6
Article 7	Copyrights	7
Article 8	Confidentiality	7
Article 9	Conflict of Interests	7
Article 10	Liability	8
Article 11	Force Majeure	8
Article 12	Compliance	8
Article 13	Publicity	8
Article 14	Rescission and Termination	8
Article 15	Miscellaneous Provisions	9
Article 16	Governing law and Jurisdiction	9

PART B

Specific Terms and Conditions

Relating to Services

Article 17	Provision of Services	10
Article 18	Warranties	10
Article 19	Acceptance and Non-conformity of Services	10
Article 20	Report of Progress	10
Article 21	Reimbursable Expenses	11
Article 22	Invoices	11
Article 23	Personnel	11
Article 24	Data Protection	11

PART C

Specific Terms and Conditions

Relating to Goods

Article 25	Definitions	13
Article 26	Delivery and Time of Delivery	13
Article 27	Packaging	14
Article 28	Ownership	14
Article 29	Warranties	14
Article 30	Acceptance and Defective Goods	15
Article 31	Documentation	16
Article 32	Spare Parts	16
Article 33	Source Code Escrow	17



PART A General Provisions

The general provisions of Part A of UPC's general terms and conditions for the purchase of Services and Goods shall apply to all legal relationships of UPC. If the Contract relates to the provision of Services to UPC the specific terms and conditions of Part B shall apply together with the general provisions of Part A, unless specifically provided otherwise. If the Contract relates to the purchase of Goods by UPC, the specific terms and conditions of Part C shall apply together with the general provisions of Part A, unless specifically provided otherwise. If the Contract relates to the provision of Services to UPC and the purchase of Goods by UPC, the specific terms and conditions of Part B and Part C shall apply together with the general provisions of Part A, unless specifically provided otherwise. In the event of a conflict or inconsistency between the general provisions of Part A and the specific terms and conditions of Part B and/or Part C, the specific provisions of Part B and/or Part C shall prevail.

Article 1 Definitions

1.1 Unless the context shows otherwise, any words and expressions which have been capitalized in the General Conditions are defined terms to which the following meaning is assigned:

“Accepted” shall mean that a Deliverable has passed the relevant Acceptance Tests and **“Acceptance”** shall be construed accordingly but shall not imply the absence of a defect or non-conformity of the Deliverables. In the event that the Contract relates to the provision of Services (see Part B), **“Acceptance”** shall mean acceptance by UPC of the Services through (i) in case of time and material projects, the signing of a timesheet or (ii) in case of fixed price projects, the acknowledgement by UPC that a payment milestone as set out in the relevant SoW has been successfully reached; and **“Accepted”** shall be construed accordingly.

“Acceptance Tests” shall mean such tests as may be conducted from time to time by UPC on the Deliverables in order to verify that they meet the relevant specifications to facilitate Acceptance.

“Affiliate” shall mean any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity from time to time (which shall include, in the case of UPC, any UPC Co-Controlled Company).

“Applicable Law” means the governing laws and all statutes, laws, regulations, ordinances, rules, codes, decrees, directives, and administrative

orders of a Governmental Authority of any nation, governmental union, federation or other association of nations, whether in existence as of the Effective Date or enacted during the term of the relevant Contract, which are or may be mandatorily applicable to the obligations of a Party under these General Conditions, respectively. Applicable Law includes, without limitation, all European Union Law.

“Article” shall mean a provision of these General Conditions.

“Confidential Information” shall have the meaning ascribed to it in Article 8.2.

“Contract” shall mean a written contract between UPC and SUPPLIER signed by authorized representatives which is concluded in accordance with Article 3.3. including Purchase Orders.

“Control” shall mean the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question (including the right to appoint or remove the majority of the board of directors of the company).

“Deliverables” shall mean the Goods and/or Services to be delivered by SUPPLIER to UPC.

“Effective Date” shall mean the effective date of the relevant Contract.

“European Union Law” means the Treaty on the Functioning of the European Union and all other sources of law established thereunder including regulations, directives, decisions and other legal instruments.

“Event of Force Majeure” shall mean the occurrence of any contingency beyond the reasonable control of a Party, including, but not limited to, war (whether a declaration thereof is made or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, act of any government or any agency or subdivision thereof, judicial action, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, adverse weather conditions, acts or threats of terrorism, as a result of which the affected Party is unable to perform its obligations under the Contract.

“General Conditions” shall mean these general terms and conditions of UPC for the purchase of Services and Goods.

“Goods” shall mean any goods to be purchased by, and delivered to, UPC which are designated or referred to in the relevant Contract. In the event that the Contract relates to the provision of Goods (see Part C) **“Goods”** shall mean the Equipment



and/or the Software (as such capitalized terms are defined in Part C).

“Intellectual Property Rights” or **“IPR”** shall mean:

(a) patents (granted and applications therefor), trademarks (granted and applications therefor), service marks, registered and unregistered designs, applications for any of those rights, rights in semi-conductor topographies, trade and business names (including but not limited to internet domain names, email address names and social media account names), unregistered trademarks and service marks, copyrights (including future copyright), neighbouring rights (including future neighbouring rights), know-how, database rights, rights in designs and inventions and rights of confidentiality and/or trade secrets;

(b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a) above; and

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above, in each case in any jurisdiction.

“Party” shall mean UPC or SUPPLIER and **“Parties”** shall mean UPC and SUPPLIER jointly.

“Personnel” shall mean the employees and/or subcontractors or consultants of SUPPLIER and/or any third parties engaged by SUPPLIER and the employees of UPC in the performance of the Contract.

“Purchase Order” shall mean any written purchase order for the supply and delivery of Goods and/or the provision of Services placed by UPC with SUPPLIER.

“Services” shall mean any services to be provided and provided to UPC by SUPPLIER which are designated or referred to in the relevant Contract.

“SoW” shall mean a Statement of Work, which constitutes the Contract which sets out the contractual terms and conditions for the provisions of the Services in addition to the Purchase Order.

“SUPPLIER” shall mean the potential counterparty or counterparty of UPC in the relevant Contract.

“UPC” means the UPC BROADBAND HOLDING B.V., a private company with limited liability organized under the laws of the Netherlands, having its registered address at Boeing Avenue 53, (1119 PE) Schiphol Rijk, the Netherlands, ordering Goods and/or Services from SUPPLIER (as indicated on the Purchase Order).

“UPC Co-Controlled Company” means any undertaking in respect of which any member of

the UPC Group has the beneficial ownership of 50% of the issued capital, or holds 50% of the voting rights in the undertaking or has the right to appoint or remove 50% of the board of directors (or equivalent body) of the undertaking.

Whenever "written" or "in writing" is used in these General Conditions it shall mean by fax, e-mail, internet or agreed electronic data transfer.

1.2 Whenever “to terminate” or “termination” is used in these General Conditions it shall mean “*opzeggen*” or “*opzegging*”. Whenever “to rescind” or “rescission” is used in these General Conditions it shall mean “*ontbinden*” or “*ontbinding*”.

1.3 The definitions of words in the singular include the plural form thereof and vice versa.

1.4 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit or restrict the meaning, scope, class, category or type indicated by the words preceding those terms.

Article 2 Applicability

2.1 The applicability of the general terms and conditions used or referred to by the SUPPLIER is herewith explicitly rejected.

2.2 These General Conditions are applicable to all legal relationships of UPC acting as a potential or actual purchaser of Goods and/or Services.

2.3 No variation of these General Conditions shall be effective unless expressly stipulated and agreed in writing.

2.4 In case of a dispute between the English text of these General Conditions and translations thereof, the English version will prevail over any translations of this text.

Article 3 Ordering Process and Conclusion of Contract

3.1 A request for an offer by UPC is without commitment.

3.2 UPC shall only be bound by a Purchase Order if the Purchase Order is in writing and not revoked by UPC prior to acceptance by authorized representatives of SUPPLIER. Unless otherwise agreed in writing between the Parties, UPC shall be under no legal obligation or financial commitment (and no obligation on the SUPPLIER to provide the Deliverables shall be triggered) unless and until the relevant corresponding Purchase Order has been issued.



3.3 A Contract for Deliverables between SUPPLIER and UPC is concluded when:

- SUPPLIER has accepted the Purchase Order issued by UPC in accordance with the procedure set out in this Article 3 in writing or otherwise; or
- UPC accepts SUPPLIER's offer for the sale and supply of the Deliverables by submitting a Purchase Order; or
- SUPPLIER carries out a Purchase Order with UPC's consent but without UPC having confirmed SUPPLIER's offer in writing or without SUPPLIER having accepted the Purchase Order in writing; or
- a Purchase Order is placed by UPC without a prior offer having been made by SUPPLIER, unless SUPPLIER notifies UPC within 2 (two) calendar days of the date of the Purchase Order that it does not accept the Purchase Order or UPC revokes the Purchase Order.

3.4 All Purchase Orders issued by UPC shall include, where applicable, and without limitation:

- (a) the name of the relevant Affiliate submitting the Purchase Order, its address including a post code or equivalent number;
- (b) invoice instructions and address;
- (c) a description of the Goods and/or the Services to be delivered;
- (d) Goods identification and customs codes and quantities;
- (e) the delivery date(s) and location of delivery;
- (f) shipping instructions and terms, including name of designated carrier, where appropriate;
- (g) the relevant Purchase Order number; and
- (h) the purchase price and applicable discounts.

3.5 If reference is made by UPC in the Contract to technical, safety, quality or other types of requirements, specifications and/or regulations which are not attached to the Contract, these shall form part of the Contract and it shall be assumed that SUPPLIER is aware thereof, unless SUPPLIER informs UPC immediately to the contrary in writing. Where such a reference is made, UPC shall provide SUPPLIER with a copy of these requirements, specifications and/or regulations.

3.6 SUPPLIER shall ensure that the information contained in each Purchase Order is correct prior to acceptance. Once accepted by SUPPLIER, SUPPLIER shall not be entitled to cancel and/or delay delivery in reliance on any missing information. SUPPLIER shall liaise with UPC in order to obtain any additional information required in time to enable compliance with the agreed delivery date or dates.

3.7 When an Affiliate of UPC uses these General Conditions and places Purchase Orders to purchase Deliverables hereunder (i) all references to "UPC" in the Contract shall be deemed to refer to such Affiliate and (ii) the Affiliate in question shall be solely liable for the performance of its obligations pursuant to the Contract.

3.8 SUPPLIER shall ensure that the Purchase Order number is clearly displayed on all documentation/ correspondence relating to such Purchase Order including, without limitation, each confirmation/ acknowledgement, shipping advice, way bill, packing slip, delivery note, Goods received note, invoice, credit note, periodic statement, reminder and demand.

3.9 SUPPLIER represents, warrants and covenants ("garandeert") to UPC that neither SUPPLIER, nor any of its Affiliates, subsidiaries, directors, officers, agents, employees, consultants, (sub)contractors or representatives (whether domestic or foreign), in the course of its actions in connection with these General Conditions has: (a) used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; (b) made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; (c) engaged or will engage in other behaviour or take other actions that would constitute, or could be construed as, a violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any equivalent or any other similar law in any applicable jurisdiction, in each of (a), (b) and (c), if such action were taken by a person subject to such law.

3.10 SUPPLIER represents, warrants and covenants ("garandeert") to UPC that neither it nor any of its Affiliates, subsidiaries, directors, officers, agents, employees, consultants, (sub)contractors or representatives (whether domestic or foreign) are subject to any "prohibited parties list" maintained by the U.S. government or other applicable jurisdiction, or are otherwise subject to, or are doing business in countries subject to, restrictions, prohibitions, sanctions or trade embargoes.

Article 4 Price and Payment

4.1 The price of the Deliverables shall be based on delivery (place of destination to be named by UPC each time) DDP (Incoterms 2010), exclusive of VAT, unless agreed otherwise in writing.

4.2 Subject to Acceptance having occurred, UPC (or the relevant UPC Affiliate) shall pay all undisputed amounts (subject to the UPC payment process and, in the case of (ii) below, the relevant agreed discount) to SUPPLIER either:



(i) within sixty (60) calendar days; or
(ii) if SUPPLIER has joined UPC's vendor finance program, by the last day of the payment period as agreed pursuant to such program,

in each case from the date of receipt of a correct invoice.

If payment is late, UPC shall not be in default until it has received a notice of default from SUPPLIER in which it is granted a reasonable period for performance of its payment obligations under the Contract. If payment is still late and interest is due, the interest rate shall not exceed the European Central Bank's interest rate for basic refinancing transactions.

4.3 Each invoice shall (i) bear the date of the last day of the calendar month in which Acceptance occurred; (ii) cross refer to the Purchase Order to which it relates; (iii) specify the price per unit, (iv) specify the amount of VAT and the total amount due and (v) be sent following Acceptance. Each invoice shall meet the requirements set forth in the Act on Value Added Taxes ("*Wet op de Omzetbelasting 1968*"). If the invoice does not meet the requirements set forth in this Article 4.3, UPC may refuse to pay the invoice without any statutory interest or other costs being due.

4.4 Prices for the Deliverables are fixed and no increase in the price specified in the Contract may be made for any reason without UPC's prior written consent. Prices shall be in accordance with the price list and associated discounts agreed between SUPPLIER and UPC, or such other basis as may be agreed between the Parties in writing from time to time.

4.5 No payment of, or on account of, the price shall constitute any admission by UPC as to proper performance by SUPPLIER of its obligations under any Contract.

4.6 UPC is entitled to set-off the amounts due to SUPPLIER under any Contract with any and all amounts owed by SUPPLIER to UPC and/or any of UPC's Affiliates for any reason whatsoever. SUPPLIER may not set-off any amounts due to UPC under any Contract with any amounts owed by UPC and/or any of UPC's Affiliates for any reason whatsoever.

4.7 In the event that SUPPLIER fails to perform properly its obligations under the Contract, all extrajudicial costs, explicitly including costs incurred in respect of drafting and sending demands for performance, conducting settlement negotiations and other acts in preparation of potential legal proceedings as well as all judicial costs which UPC incurs as a result of SUPPLIER's non-performance shall be borne by SUPPLIER.

Article 5 **Delivery and Time of Delivery**

5.1 Time shall be of the essence under the Contract where a delivery or performance date is specified in the Purchase Order. Where such date is stated as approximate or is not specified, UPC may by written notice to SUPPLIER specify a delivery date for the purposes of which time shall be of the essence.

5.2 If SUPPLIER is, or is likely to be, unable to effect delivery of the Goods and/or perform the Services on or by the date so specified, SUPPLIER shall promptly give written notice to a duly authorized UPC representative of the relevant circumstances together with a date upon which SUPPLIER reasonably expects to be able to perform the Contract.

Article 6 **IPR Ownership**

6.1 Each Party shall retain ownership of all Intellectual Property Rights owned by it as at the Effective Date. UPC shall own all Intellectual Property Rights thereafter created at law, made, conceived or reduced to practice, by SUPPLIER under the Contract that relate to the subject matter of, or arise out of, the Deliverables.

6.2 In order to obtain all Intellectual Property Rights relating to Deliverables, SUPPLIER guarantees and shall procure that all its Personnel assigned to act on its behalf under a Contract have signed a proper written statement in which he/she transfers, to the extent permitted by law, to UPC all Intellectual Property Rights relating to the Deliverables as created under such Contract and waives any and all claims to such rights.

6.3 SUPPLIER agrees to transfer, and does hereby transfer to UPC all Intellectual Property Rights to vest in UPC pursuant to Articles 6.1 and 6.2, and UPC shall have the exclusive right to apply for all proprietary right protections with respect thereto. SUPPLIER shall execute such documents, render such assistance, and take such other actions as UPC may reasonably request, at UPC's expense, to apply for, register, perfect, confirm and protect UPC's Intellectual Property Rights. Without limiting the foregoing, UPC shall have the exclusive right to commercialize, prepare and sell Goods and Services based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Intellectual Property Rights acquired by it hereunder.

6.4 Any Intellectual Property Rights developed pursuant to the Contract, which are jointly created by the Parties pursuant to the Contract or created by SUPPLIER as a direct result of SUPPLIER's performance relating to the Contract, shall be owned by UPC and Articles 6.1 to 6.3 (inclusive)



shall apply to the same, unless otherwise mutually agreed in writing between the Parties.

6.5 SUPPLIER hereby waives, to the extent permitted by law, any and all rights, including without limitation any right to identification of authorship or limitation on subsequent modification that SUPPLIER or its Personnel has or may have in the Deliverables and in any other Intellectual Property Right that is or becomes the property of UPC under this Article 6.

6.6 SUPPLIER, at its expense, shall indemnify and hold UPC harmless from and against any and all claims that the Deliverables constitute an infringement of any third party's Intellectual Property Rights or other rights. SUPPLIER shall pay all costs, fees (including attorney's costs) or damages incurred by UPC in respect of any such claim or settlement thereof to which SUPPLIER consents. If any allegation of infringement of any Intellectual Property Right with respect to the Deliverables is made, or in SUPPLIER's opinion is likely to be made, then in addition to UPC's other rights and remedies under the Contract, and subject always to the aforementioned indemnity, SUPPLIER shall at its expense, either (i) procure for UPC the right to continue using such Deliverables, (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement or (iii) terminate the relevant Contract and refund to UPC all amounts already paid in respect of the deliverables not yet performed as at the date of termination.

Article 7 Copyrights

7.1 SUPPLIER shall mark all copyrightable works owned by UPC under the Contract with the following notice: "©2014 (or subsequent year) UPC All rights reserved". SUPPLIER shall (i) preserve any confidentiality or copyrights notices on any materials it receives from UPC pursuant to the Contract, (ii) mark authorized copies of such materials with the confidentiality and copyright notice as on the originals, and (iii) mark any materials it creates pursuant to the Contract with any confidentiality notice required by UPC.

Article 8 Confidentiality

8.1 Each Party undertakes to inform its Personnel of the confidentiality obligations contained in the provisions of this Article 8 and obtain their commitment to be bound by such confidentiality obligations, prior to delivery and/or provision of the Deliverables as well as after fulfilment of the Deliverables under the Contract.

8.2 For the purposes of this Article 8, "Confidential Information" means all information of a confidential nature disclosed, whether in writing, verbally or by

any other means and whether directly or indirectly, by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the date of the Contract including, without limitation, all Contracts, any information relating to the Disclosing Party's Goods, operations, processes, plans or intentions, product information, know-how, financial or credit status, design rights, trade secrets, market opportunities and business affairs or those of its clients or other contacts.

8.3 The Receiving Party shall (a) keep the Confidential Information confidential and (b) not use the Confidential Information for any purpose other than the performance of its obligations under the Contract or, in the case of UPC, the auditing, use, management, support, maintenance or development of the Deliverables.

8.4 During the term of the Contract the Receiving Party may disclose the Confidential Information to its employees, involved in the Deliverables, to the extent reasonably necessary for the purposes of the Contract.

8.5 The obligations contained in this Article 8 do not apply to any Confidential Information which:

- a) is at the Effective Date or at any time thereafter comes into the public domain other than through breach of the Contract by the Receiving Party or any recipient; or
- b) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- c) subsequently comes lawfully into the possession of the Receiving Party from a third party.

Article 9 Conflict of Interests

9.1 If SUPPLIER becomes aware of any actual or potential conflict of interest arising by virtue of (i) SUPPLIER or SUPPLIER's Personnel acting contemporaneously as advisor to or performing services for any major cable operator or (ii) SUPPLIER discussing similar solutions/ issues as envisaged by the Contract in a country where the Deliverables are to be provided, SUPPLIER shall forthwith notify UPC in writing of such conflict and work together with UPC in good faith to minimise its impact on UPC's business. UPC shall be entitled to terminate such Contract immediately by written notification to SUPPLIER and without any compensation whatsoever being due to SUPPLIER, if such impact is not eliminated or reduced to its satisfaction.



Article 10 Liability

- 10.1** SUPPLIER shall be liable for all damages, losses, costs and expenses which UPC, its employees ("*ondergeschikten*") or third parties ("*niet-ondergeschikten*") engaged by UPC in the performance of the Contract may suffer or incur as a result of or in connection with the Deliverables, the performance or non-performance of the Contract, the sale and delivery of the Goods and/or the provision and performance of the Services, except when these damages, losses, costs and expenses are caused by gross negligence ("*bewuste roekeloosheid*") or wilful intent ("*opzet*") of UPC or its management.
- 10.2** SUPPLIER shall indemnify and hold UPC harmless from and against ("*vrijwaren en schadeloos stellen*") any claims for compensation of damages, losses, costs and expenses of third parties arising out of or in connection with the use, sale and supply of the Goods and/or the provision and performance of the Services.
- 10.3** SUPPLIER shall effect and maintain an adequate policy or policies of insurance to cover the liabilities referred to in these General Conditions or required under Applicable Law and shall produce such policy or policies and evidence of payment of the premiums thereof if so requested by UPC. In the event that SUPPLIER shall fail to maintain such insurance policy or policies, UPC shall be entitled to effect the same on behalf of and at SUPPLIER's cost and expense.
- 10.4** The provisions of this Article 10 do not affect SUPPLIER's liability based on mandatory Dutch law.
- 10.5** UPC's liability to the SUPPLIER, its employees ("*ondergeschikten*"), third parties ("*niet-ondergeschikten*") engaged by SUPPLIER and/or its Affiliates (hereinafter collectively referred to as the "Counterparty") whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any damages, losses, costs and expenses incurred or suffered by the Counterparty shall not exceed, in aggregate, 100% (one hundred per cent) of the total annual amounts paid or payable by UPC to the SUPPLIER under the Contract. UPC shall not be liable for any damages, losses, costs and expenses which are caused by gross negligence ("*bewuste roekeloosheid*") or wilful intent ("*opzet*") of the Counterparty or its management.

Article 11 Force Majeure

- 11.1** If a Party (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an Event of

Force Majeure then:

- a) the Affected Party's obligations under such Contract shall be suspended for so long as the Event of Force Majeure continues, however not exceeding a continuous period of 30 (thirty) calendar days; and
- b) as soon as reasonably possible after the start of the Event of Force Majeure the Affected Party shall notify the other Party of the Event of Force Majeure, the date on which the Event of Force Majeure started and the effects of the Event of Force Majeure on its ability to perform its obligations under the Contract; and
- c) if the Affected Party does not comply with sub-clause (b) it forfeits its rights under sub-clause (a); and/or
- d) if the Event of Force Majeure lasts for a continuous period of 30 (thirty) calendar days, the other Party may rescind the Contract, in whole or in part, or terminate the Contract with immediate effect by giving the Affected Party written notice and without having to pay the Affected Party any compensation whatsoever.

Article 12 Compliance

- 12.1** SUPPLIER shall comply with all Applicable Law.

Article 13 Publicity

- 13.1** SUPPLIER shall not use UPC's name or trademarks or any language, pictures or symbols which could, in UPC's judgment, indicate or imply UPC's involvement in or endorsement of any written or oral advertisement or presentation, brochure, newsletter, book or other published material, without UPC's prior written consent.

Article 14 Rescission and Termination

- 14.1** In the event that SUPPLIER fails timely and/or properly, to perform its obligations under the Contract, SUPPLIER shall automatically be in default without any notice of default being required, and UPC is entitled, without prejudice to any other rights or remedies UPC may have and without having to pay any compensation, to rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect by giving written notice to SUPPLIER, or to suspend the performance of its obligations under the Contract.
- 14.2** Without prejudice to any other rights or remedies either Party may have and without having to pay any compensation, either Party is entitled to terminate the Contract with immediate effect by giving written notice to the other Party if:



- a) the other Party applies for an adjudication in bankruptcy ("faillissement") or a suspension of payments ("surséance van betalen") or any similar proceedings listed in Annex A and B to the European Council Regulation on Insolvency Proceedings dated May 24, 2000 (EC no. 1346/2000); and/or
- b) the other Party is declared bankrupt ("failliet verklaard") or granted a preliminary suspension of payments or suspension of payments ("(voorlopige) surséance van betalen verleend"); and/or
- c) any event analogous to the events referred to in paragraphs (a) or (b) above occurs with respect to the other Party under the laws of the jurisdiction in which that Party has its registered office; and/or
- d) the other Party is dissolved or its business is transferred, in whole or in part, liquidated, wound up, discontinued or located abroad or a decision is taken in this respect; and/or

Article 15 Miscellaneous Provisions

- 15.1** SUPPLIER may not assign or encumber any of its rights or transfer its legal relationship ("*rechtsverhouding*") under a Contract without the prior written consent of UPC. UPC may assign or encumber any of its rights or transfer its legal relationship under a Contract at any time to any of its (other) Affiliates and SUPPLIER shall be deemed to have consented thereto and co-operated therewith in advance.
- 15.2** SUPPLIER may not sub-contract any of its obligations under a Contract without the prior written consent of UPC. If UPC consents to the sub-contracting of any of SUPPLIER's obligations under a Contract, SUPPLIER shall irrevocably and unconditionally guarantee to UPC the proper and punctual performance of those obligations by its sub-contractor. SUPPLIER shall be jointly and severally liable with its sub-contractor ("*hoofdelijk aansprakelijk zijn*") for any damages, losses, costs and expenses suffered, incurred or to be incurred or to be suffered by UPC as a result of, or in connection with, a breach by the sub-contractor of such obligations.
- 15.3** If any provision is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions or the Contract which shall remain in full force and effect. SUPPLIER and UPC agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

15.4 SUPPLIER shall comply with the Security Schedule as attached as **Appendix 1** to these General Conditions.

15.5 UPC shall have the right to perform audits, reviews and inspections remotely or in or at the offices and premises of SUPPLIER, its Affiliates, its subcontractors and agents contracted by SUPPLIER in relation to the Contract. Such audits may include but are not limited to financial audits, audits on the conduct of business and business processes and inspections of compliance with the Contract. Where audits are (i) required by Applicable Law (ii) requested by a regulator or (iii) required pursuant to SUPPLIER's breach of Appendix 1 to these General Conditions, audits may be carried out without prior notice. In all other circumstances audits shall be announced in advance with a five (5) days' notice period and shall be conducted during business hours. UPC may have the audits performed by its internal audit department or by an independent auditor, at its discretion.

15.6 UPC reserves the right, without prior warning, to unilaterally amend from time to time any of the provisions of these General Conditions in a manner it may deem necessary and shall publish the amended General Conditions directly on the UPC website: <http://www.libertyglobal.com/>

Article 16 Governing law and Jurisdiction

16.1 Dutch law shall be applicable to all legal relationships between UPC and SUPPLIER. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) shall not apply.

16.2 All disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General conditions shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.



PART B

Specific Terms and Conditions Relating to Services

If and to the extent the Contract relates to the provision of Services to UPC, the specific terms and conditions of this Part B shall apply to the Contract together with the general provisions of Part A, unless specifically provided otherwise in this Part B.

Article 17

Provision of Services

17.1 SUPPLIER shall perform the Services in accordance with the agreed specifications, requirements and descriptions of the Services and at the agreed location, date, time and, if any, service levels.

Article 18

Warranties

18.1 SUPPLIER is obliged to satisfy itself of the purposes for which UPC intends to use the Services, failing which it shall be assumed that SUPPLIER shall be fully informed of such purposes and the circumstances under which the performance of the Services is to take place.

18.2 SUPPLIER warrants that:

- a) all Services are in conformity with the specifications and requirements as laid down in the Purchase Order or SoW;
- b) all Services shall be provided and delivered by skilful, capable and qualified Personnel;
- c) it shall perform the Services in accordance with the highest standards of professionalism, ability and diligence that may be reasonably expected from a supplier with equivalent standing as SUPPLIER; and
- d) it shall, in connection with its obligations under the Contract, comply with (i) all Applicable Laws including but not limited to all applicable data protection laws, (ii) employment laws, and (iii) rules and regulations of UPC;
- e) all Services meet all relevant rules, directives and regulations of the EU, irrespective of the fact whether the Services are to be performed within or outside the EU, as well as all local statutory and governmental rules and regulations.

Article 19

Acceptance and Non-conformity of Services

19.1 UPC shall notify SUPPLIER in writing within a period of 10 (ten) business days of final performance of the Services whether (i) the Acceptance Tests have been successful and (ii) it rejects or accepts the Services, such acceptance

to constitute Acceptance for the purposes of the Contract. If rejected, UPC shall provide SUPPLIER with the reasons therefor. If no notification is given as aforesaid, SUPPLIER shall notify UPC thereof in writing and grant UPC an additional period of 10 (ten) business days to notify SUPPLIER of its Acceptance or rejection of the Services. If (a) the Services are rejected or (b) despite Acceptance a non-conformity of the Services is discovered, SUPPLIER shall remedy this non-conformity in accordance with the other provisions of this Article 19. UPC shall notify SUPPLIER in writing if it discovers a non-conformity of the Services within 2 (two) calendar months after discovery of such non-conformity.

19.2 In case of a rejection and/or a non-conformity of the Services rendered, UPC has the right to require SUPPLIER to re-perform the Services at SUPPLIER's cost and expense within a reasonable period of time to be determined by UPC or to rescind the Contract, in whole or in part. SUPPLIER shall compensate UPC for any damages, losses and costs suffered as a result of such non-conformity and/or rescission.

19.3 If UPC requires SUPPLIER to re-perform the Services, UPC has the right to perform the Services itself, or to instruct a third party to do so, at SUPPLIER's cost and expense, if the Services are required without delay or if SUPPLIER fails to re-perform the Services within the reasonable period stipulated in Article 19.2.

Article 20

Report of Progress

20.1 Except as agreed otherwise in writing, (i) SUPPLIER shall provide UPC with a report of the performed Services at the end of each calendar month, detailing all hours worked and expenses incurred in the previous calendar month for its individual Personnel and in respect of each Service and (ii) SUPPLIER shall maintain accurate and complete records of all Services provided and (iii) upon UPC's prior request, shall allow UPC reasonable access to such records, such access to be permitted for a period of 7 (seven) years from the expiry of the Contract to the extent permitted by law.

Article 21

Reimbursable Expenses

21.1 All reimbursable expenses must at all times be approved by UPC in writing and advance and all expenses must be supported by receipts included with each invoice. Air travel reimbursements will be at coach fares, unless agreed otherwise. UPC will not reimburse SUPPLIER for entertainment expenses or extravagant meals or lodging.



Article 22 Invoices

- 22.1 Invoices shall be sent following Acceptance and will be accepted by UPC only when accompanied with time reports that are signed-off by a duly authorized UPC representative.

Article 23 Personnel

- 23.1 SUPPLIER shall be fully responsible for (i) compliance with all Applicable Laws and tax regulations regarding its Personnel's employment; (ii) its own acts and those of its Personnel; (iii) ensuring that all its Personnel is aware of and perform in accordance with the terms of the Contract when providing the Deliverables; and (iv) ensuring all Intellectual Property Rights relating to the Deliverables created by its Personnel is transferred to UPC in accordance with Article 6, free of all encumbrances. Parties explicitly do not intend to create an employment relation between Personnel of SUPPLIER and UPC. SUPPLIER shall indemnify and hold UPC harmless from and against any claims from third parties, such as the tax authorities, arising out of or in connection with the Contract related to SUPPLIER not acting in compliance with this Article 23.

Article 24 Data Protection

- 24.1 In so far as the SUPPLIER is requested by UPC to process any personal data controlled by UPC under the Contract, SUPPLIER shall agree to the following:

- (a) SUPPLIER shall process the personal data only on behalf of UPC and only for the purposes of performing the Contract and only in accordance with the instructions contained in the Contract or received from UPC from time to time; SUPPLIER shall inform UPC promptly if it deems any instructions to be in conflict with Applicable Laws or otherwise unlawful or in conflict with the terms of the Contract; SUPPLIER shall ensure that access and use of the systems/tools processing personal data are intended solely for access and use in the European Economic Area and Switzerland and no transfer of personal, including any transfer via electronic media, shall take place out of the European Economic Area and Switzerland without UPC's prior written approval.
- (b) SUPPLIER shall not otherwise modify, amend, alter the content of the personal data or use it for its own purpose or disclose or otherwise communicate or permit the disclosure or other communication of any of the personal data

to any third party, except as specifically instructed by UPC and as necessary for the purpose of performing the Contract; for the avoidance of doubt, disclosure of personal data by SUPPLIER where required by law shall require UPC's written prior approval, which will not be unreasonably withheld.

- (c) SUPPLIER shall not engage any sub-contractor for the processing of personal data controlled by UPC under the Contract without prior written approval of UPC. Subject to the aforementioned prior written consent, SUPPLIER shall have the obligation to conclude a written agreement with such sub-contractor which shall include the same data protection terms and conditions as SUPPLIER's and warranties that all controls as set forth in sub-clause (f) here below can be performed also towards such sub-contractor. SUPPLIER shall be fully liable towards UPC for any such sub-processor engaged by it.
- (d) SUPPLIER shall take the appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against unlawful or accidental destruction, accidental loss, falsification, unauthorized dissemination, damage, alteration, unauthorized access or disclosure. SUPPLIER agrees to store and process personal data from other data controllers strictly separate from the personal data processed under the Contract. SUPPLIER shall keep proper records of any such measures taken within its organization and supervise compliance on a regular basis.
- (e) SUPPLIER shall take reasonable steps to ensure the reliability of any of SUPPLIER's employees, agents, contractors and sub-processors ('its Personnel') who have access to the personal data. SUPPLIER shall ensure that only those of SUPPLIER's Personnel who need to have access to the personal data are granted access to such data and only for the purpose of the performance of the Contract and that they are informed of the confidential nature of the personal data. SUPPLIER must require its Personnel to acknowledge the terms of this Article and ensure compliance by its Personnel with these terms.
- (f) SUPPLIER shall permit UPC or its external advisers (subject to such advisers being bound by satisfactory confidentiality obligations) to inspect or audit SUPPLIER's data processing activities and to comply with reasonable requests or directions of UPC to enable UPC to verify that SUPPLIER is in compliance with its



obligations under the Contract. During the course of the audit, SUPPLIER shall make available one or more of its managers or senior officials with the appropriate level of expertise and authority to (i) answer any reasonable queries of UPC or its external advisers, and (ii) permit access to all relevant facilities and systems used by SUPPLIER to process personal data under the Contract.

- (g) Promptly after termination of the Contract or upon request by UPC at any time, SUPPLIER shall and shall procure that its sub processors shall at the choice of UPC promptly return to UPC, or destroy, or delete from its systems, all personal information, materials, documentation (including all copies in every form and media) in its power, possession or control unless legislation or a legal requirement imposed on the SUPPLIER (or on the sub-processor) prevents it from returning, destroying or deleting all or part of the personal data processed. Upon request of UPC, SUPPLIER shall provide sufficient evidence to UPC of the return, the destruction or deletion of the personal information. In circumstances where SUPPLIER is not able to return, destroy or delete the personal data on account of legislation or a legal requirement imposed on it, SUPPLIER guarantees the confidentiality of the personal data transferred and will not undertake any further processing of the personal data.
- (h) SUPPLIER shall indemnify UPC against all third-party claims which may be filed or threatened against UPC because of violation of any applicable Data Protection Laws which are imputable to SUPPLIER.
- (i) For the purpose of this Article, “personal data”, “process/processing”, “controller” and “processor” shall have the same meaning as in the applicable Data Protection Laws or Directive 95/46/EC with regard to the processing of personal data (the “Data Protection Directive”); in particular and without limitation (in accordance with article 17 of the Data Protection Directive) in relation to personal data of which UPC is the “data controller” and which SUPPLIER “processes”. “Data Protection Laws” mean all applicable country-specific data protection laws, including and not limited to the Directive 95/46/EC, whether in existence as of the Effective Date of the Contract or enacted during the term of the Contract.



PART C Specific Terms and Conditions Relating to Goods

If and to the extent the Contract relates to the purchase of Goods by UPC, the specific terms and conditions of this Part C shall apply to the Contract together with the general provisions of Part A or together with Part A and B, unless specifically provided otherwise in this Part C.

Article 25 Definitions

25.1

“**Documentation**” shall mean the instructions, manuals, drawings etc. in relation to the Goods delivered by SUPPLIER, in hardcopy or electronic form.

“**Equipment**” shall mean any movable goods (“roerende zaken”), including but not limited to products, documents, data, reports, notes, logo’s memoranda, presentations and all other materials, be purchased by, and delivered to, UPC which are designated or referred to in the relevant Contract, such as the hardware (including, without limitation, cables) and firmware.

“**Governmental Authority**” means as any nation or union, federal, council or other association of nations, or government, or political subdivision or quasi-governmental authority, agency, division or department thereof, and any person exercising legitimate executive, legislative, judicial, regulatory or administrative authority under the Applicable Laws. Without limiting the foregoing, Governmental Authority means the European Union, and member states thereof, as such member states as modified from time-to-time.

“**Hazardous Materials**” means any pollutants or dangerous, toxic or hazardous substances (including but not limited to asbestos) defined for the purpose of use, transportation, storage or disposal as pollutants or dangerous, toxic, hazardous substances pursuant to any federal, provincial or local environmental law, directives, ordinance or rule, including European Commission Directives.

“**Software**” shall mean the Documentation and software as a service and/or SUPPLIER-licensed software, including the tapes and discs used to carry the Software and media relating thereto, enhancements, modifications, and bug-fixes thereto, in object code form only, and any full or partial copies thereof incorporated in, or delivered for use with, the Goods including any third party software supplied as part of the Goods.

“**Source Code**” means the source code of the Software to which it relates, in the language in

which the Software was written, together with all related flow charts and technical Documentation, all of a level sufficient to enable UPC to understand, maintain and develop the Software.

Article 26 Delivery and Time of Delivery

26.1 Delivery of Goods is to be made on the basis of (place of destination to be named by UPC each time) DDP (Incoterms 2010), unless agreed otherwise in writing.

26.2 Delivery of the Goods is to be made in the quantities specified in the Contract. UPC shall not be liable to pay for Goods delivered to UPC which are in excess of quantities specified in the Contract. Shipments in excess of the quantity of any Goods ordered shall, if so requested by UPC, be returned to SUPPLIER at the SUPPLIER’s risk, cost and expense.

26.3 In the event that Goods are delivered before the delivery date specified in the Contract without the express written consent of UPC, UPC shall be entitled to refuse to accept delivery or to charge for insurance and storage thereof until the contractual date for delivery. Early delivery of the Goods does not lead to a change in the agreed payment date for the Goods.

26.4 UPC may change delivery dates or direct temporary suspension of scheduled shipments by giving written notice thereof to SUPPLIER. UPC reserves the right to postpone deliveries of Purchase Orders after so notifying SUPPLIER for a maximum of 2 (two) months after the delivery date stated in the original Contract. No penalty shall be incurred by UPC for effecting such a postponement in the period ending 1 (one) month after the relevant delivery date, but UPC shall reimburse SUPPLIER for any storage costs suffered by it as a result of having to arrange storage of any Goods during the period running from the date that falls 1 (one) month after the postponed delivery date until the date that falls 2 (two) months after such delivery date. SUPPLIER shall use reasonable efforts to minimize any storage costs payable by UPC pursuant to this Article 26.4 to include, without limitation, use of its own storage facilities if available. SUPPLIER shall safeguard Goods stored and take all reasonable steps to prevent their deterioration until their actual delivery, in each case without any extra costs being charged to UPC.

26.5 In the event that UPC wishes to cancel any Goods after the Purchase Order relating thereto has been accepted, UPC’s maximum liability in respect of such cancellation shall be the lower of (i) a maximum of 50% (fifty per- cent) of the value of the Purchase Order cancelled or (ii) any reconfiguration costs incurred by SUPPLIER in order to resell the Goods after such cancellation (evidence of such costs to be adduced on



request). UPC shall in no event be liable to SUPPLIER for any loss of profit, loss of use or loss of trading revenue whether arising in connection with or as a result of such cancellation or otherwise.

26.6 In the event that Goods are not delivered at all, not delivered by or on the agreed delivery date or only delivered in part, other than as a result of an Event of Force Majeure, then without prejudice to any other rights UPC has and in addition to the remedies of UPC under Article 5.2, UPC may require:

- (a) SUPPLIER to pay damages amounting to 1% (one percent) of the value of the relevant Purchase Order (or part thereof) for each day SUPPLIER's breach continues with a maximum of 100% (one hundred percent) of the value of the Purchase Order (or part thereof), without UPC having to prove any loss or damage, and without prejudice to any other rights of UPC, including the right to demand performance, to also claim damages and specific performance if there are grounds for so doing or to rescind the Contract, in whole or in part. Parties agree that these damages are a reasonable pre-assessment of the damages which UPC will incur as a result of SUPPLIER's non-performance referred to in this Article 26.6; and/or
- (b) SUPPLIER to take emergency action in order to minimise the loss suffered by UPC, including, without limitation, procuring delivery through alternative third parties or to work overtime at no extra cost to UPC.

26.7 SUPPLIER shall provide UPC with all documents required by Applicable Laws, rules, directives and regulations of the EU and any relevant country and any documents required by UPC according to UPC's instructions and at the latest upon delivery of the Goods. If SUPPLIER fails to provide UPC with the required documents upon delivery of the Goods, UPC has the right to refuse delivery of such Goods at SUPPLIER'S risk, cost and expense. In such case, for the purposes of these General Conditions, the Goods shall be deemed not to be delivered.

Article 27 Packaging

27.1 SUPPLIER shall deliver or procure delivery of the Goods properly packed in accordance with best industry standards, and mark them in accordance with UPC's instructions at no additional cost to UPC. Each package shall be plainly marked with the part number, UPC's Purchase Order number and any other labelling requirements detailed in the Purchase Order. With each shipment a packing list shall be supplied by SUPPLIER with details of the supplied goods. If SUPPLIER fails to

package and/or mark the Goods properly, SUPPLIER shall indemnify and hold UPC harmless from and against any and all claims for compensation of damages, losses, costs and expenses suffered or incurred by UPC or third parties in connection with or as a result of the packaging and/or marking of the Goods by SUPPLIER.

27.2 Where containers or packaging are to be returned to SUPPLIER, this must be clearly stated on the transport documents or invoices. Goods returned shall be done so at SUPPLIER'S risk and expense, unless otherwise agreed upon in writing.

Article 28 Ownership

28.1 UPC shall acquire ownership upon delivery of the Goods other than the Software on Acceptance.

28.2 Ownership of the Software shall not transfer to UPC, but on delivery SUPPLIER shall grant UPC a fully paid-up, irrevocable, perpetual and transferable license with the right to grant sublicenses for the use the Software set forth in the Contract.

28.3 Rescission or termination of a Contract pursuant to Articles 14.1 or 14.2 shall be without prejudice to the survival of UPC's perpetual licence to use the Software granted pursuant to Article 28.2.

Article 29 Warranties

29.1 SUPPLIER is obliged to satisfy itself of the purposes for which UPC intends to use the Goods, failing which it shall be assumed that SUPPLIER shall be fully informed of such purposes and the circumstances under which the delivery of the Goods is to take place.

29.2 The SUPPLIER represents and warrants that as at the date of delivery:

- (a) all Goods are in conformity with the specifications and requirements as laid down in the Contract or as described in SUPPLIER'S material data sheets if the Contract does not set out any specifications;
- (b) all Goods are free from any defects in materials, manufacture and design for a period of 24 (twenty-four) calendar months from the date of delivery of the Goods to UPC;
- (c) all Goods are fit for the purposes for which UPC intends to use them;
- (d) all Goods comply with all applicable IPv6 technical requirements, where applicable;
- (e) all Goods comply with all Applicable Law;
- (f) upon delivery, it is the owner of the Goods and has full legal right either to transfer title



to the Goods pursuant to Article 28.1 or to grant UPC a license as provided in Article 28.2; and

- (g) upon delivery, the Goods are free and clear of all claims, liens and encumbrances.

29.3 SUPPLIER represents and warrants that:

- (a) it will fully comply with all Applicable Law relating to its business which are material to its performance under these General Conditions including, without limitation, all export, all environmental, health and safety laws and all laws relating to transportation and disposal of Hazardous Materials;
- (b) neither SUPPLIER nor any of its subsidiaries, Affiliates, directors, officers, employees, agents, consultants, contractors, sub-contractors or representatives (whether domestic or foreign) (each, a “**Related Party**”), in the course of its actions in connection with providing or acquiring the Goods or otherwise in connection with these General Conditions has: (i) used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; (ii) made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; or (iii) taken any action or inaction that by its nature could be deemed to contribute or cause a director, officer, employee, agent, representative, consultant or independent contractor of UPC or its parents or Affiliates to violate the U.S. Foreign Corrupt Practices Act of 1977, as amended, or The USA PATRIOT ACT (H.R. 3162); in each of (i), (ii) and (iii), if such action were taken by a person subject to such law; and with respect to (iii) including any similar non-U.S. anti-bribery, anti-corruption or similar laws in jurisdictions or geographic areas where a Related Party may procure, sell, lease, license products or services to UPC or otherwise perform these General Conditions;
- (c) according to its actual knowledge and belief, that no Related Party is subject to any “prohibited parties list” maintained by the U.S. government or other applicable non-U.S. jurisdiction or Governmental Authority, or are otherwise subject to, or are doing business in countries subject to, restrictions, prohibitions, sanctions or trade embargoes;
- (d) it is compliant, and shall continue to be compliant, with LGI’s Code of Business Conduct and LGI’s Anti-Corruption Policy (as each have been provided to SUPPLIER) or otherwise achieves such compliance through the implementation and enforcement of its own policies (SUPPLIER to make a copy of such

policies available to UPC on request) which are materially similar to LGI’s Code of Business Conduct and LGI’s Anti-Corruption Policy; and

- (e) (1) the Goods that is sells or otherwise provides to UPC are free from and do not use, incorporate or contain any “conflict minerals” that have originated from the Democratic Republic of Congo (“DRC”) or an adjoining country (as such terms are defined in the conflict mineral provision of the Dodd-Frank Act and the SEC’s final rules relating thereto); and (2) SUPPLIER has adopted adequate and appropriate due diligence practices and guidelines in making the determination contained in subparagraph 29.3 (e) (1) (hereinafter, referred to as the “Conflict Mineral Free Warranty”). To the extent that SUPPLIER is unable to provide in full and in an unqualified manner the Conflict Mineral Free Warranty, SUPPLIER shall describe the internal due diligence guidance and practices that it is applying in pursuing the making of the determination (with reference, to the extent possible, to the 2011 OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas), and identify the date by which it reasonably anticipates that such a determination may be made.

Article 30 Acceptance and Defective Goods

- 30.1 UPC shall notify SUPPLIER in writing within a period of 10 (ten) business days of delivery or by such date as may be otherwise agreed between the Parties in the relevant Contract whether (i) the Acceptance Tests have been successful and (ii) it rejects or accepts the Goods, such acceptance to constitute Acceptance for the purposes of the Contract. If rejected, UPC shall provide SUPPLIER with the reasons therefor. If no notification is made as aforesaid, SUPPLIER shall notify UPC thereof in writing and grant UPC an additional period of 10 (ten) business days to notify SUPPLIER of its Acceptance or rejection of the Goods. If (a) the Goods are rejected or (b) despite Acceptance a defect or non-conformity of the Goods is discovered, SUPPLIER shall remedy this defect or non-conformity in accordance with the other provisions of this Article 30. UPC shall notify SUPPLIER in writing of its discovery of a defect or non-conformity of the Goods within 2 (two) calendar months after discovery of such defect or non-conformity.

- 30.2 In case of a defect or non-conformity of the delivered Goods, UPC has the right to require SUPPLIER to supplement, replace or repair the Goods at SUPPLIER’s cost and expense within a reasonable period of time to be determined by UPC or to rescind the Contract, in whole or in part.



SUPPLIER shall compensate UPC for any damages, losses and costs suffered as a result of such defect, the handling of such defect, or non-conformity and/or rescission. Any and all expenses borne by UPC relating to defective Goods or Goods which do not conform to the Contract, including but limited to costs for materials, transport costs, travel expenses and labour costs, shall be reimbursed immediately by SUPPLIER, without prejudice to any other rights UPC may have in respect of such Goods.

30.3 If UPC requires SUPPLIER to supplement, replace or repair the Goods, UPC has the right to make such supplements, replacements or repairs itself, or to instruct a third party to do so, at SUPPLIER's cost and expense, if the Goods are required without delay or if SUPPLIER fails to supplement, repair or replace the Goods within the reasonable period stipulated in Article 30.2.

30.4 Without prejudice to any other rights or remedies UPC may have, it is hereby expressly agreed that where Goods are supplied in bulk and only part of such Goods are found to be defective or not to conform to the Contract, UPC shall nevertheless be entitled to reject, at its option, either the entire delivery or that part of the Goods which is found to be defective or not to conform to the Contract.

30.5 Delivered Goods found defective and/or not in conformity with the Contract by UPC may at all times be returned by UPC for the account and risk of SUPPLIER.

Article 31 Documentation

31.1 If requested by UPC, SUPPLIER shall or shall procure that UPC is provided, in advance of delivery, with the Documentation including, without limitation, sufficient drawings, instructions and a functional description to allow UPC to install, operate and maintain the Goods, including details of any special environmental controls required to ensure that the Goods meet the agreed specifications.

31.2 SUPPLIER shall supply, at UPC's request, free of charge for each type of Goods supplied (in English or, where available in UPC's local language), an agreed number of technical and/or installation manuals approved by SUPPLIER's technical publications department or any other authorised source.

31.3 In the event that UPC requires publication of internal manuals, SUPPLIER shall make available information, on electronic media if appropriate, to include:

- (a) the physical, electrical and environmental characteristics for the Goods;

- (b) the technical description of the Goods, including circuit, logic and wiring diagrams;
- (c) detailed drawings of spare parts for the Goods to facilitate maintenance and repair;
- (d) instructions for routine maintenance including a list of tools required; and
- (e) installation drawings and instructions together with operating instructions.

31.4 SUPPLIER warrants that furnishing the information referred to in Article 31.3 to UPC shall not infringe any Intellectual Property Rights of any third party.

Article 32 Spare Parts

32.1 SUPPLIER agrees to supply spare parts required by UPC for the Goods for a minimum period of 5 (five) years from the expiry of the warranty period referred to in Article 29.2(b) of the last Purchase Order placed for Goods. SUPPLIER also agrees that it shall give (i) at least 12 (twelve) months' notice of the expiry of such period or of its ceasing to manufacture any spare parts to UPC to enable a final purchase of parts to be made and (ii) a further 6 (six) months following the expiry of such notice as referred to in subparagraph (i) above in which UPC may make such purchase.

32.2 SUPPLIER shall supply a full and recommended spare parts list, and where appropriate details of sources of such spares, with prices in advance of delivery of the Goods.

32.3 SUPPLIER shall ensure that spare parts are configured in accordance with the Goods (including both current and previous specifications).

32.4 Where SUPPLIER decides to withdraw availability of any Goods in whose territory such Goods are becoming end of life, it shall:

- a) give a duly authorized UPC representative (i) at least 6 (six) months' written notice of its intention to so withdraw such Goods together with confirmation of the exact date on which the Goods will become end of life and (ii) a further 3 (three) months following the expiry of such notice as referred to in subparagraph (i) above in which UPC may make a final purchase;
- b) provide all reasonable assistance to UPC to find a suitable alternative for such Goods, whether from SUPPLIER or a recommended third party; and
- c) provide written notification to a duly authorized UPC representative (as part of the notice of withdrawal) as to the last day on which orders can be placed for such Goods, and how long SUPPLIER will continue to provide support for any Goods that become end of life. For the avoidance of doubt, SUPPLIER shall ensure that it is capable of providing support for at



least 5 (five) years from the date of end of life of any Goods, save where mutually agreed otherwise in writing.

- 32.5** If SUPPLIER makes changes to the Goods, it warrants that any such changes shall not adversely affect the operation of the Goods. Subject to the foregoing, in the event of a change to the Goods provided through any Software, firmware, hardware or firmware upgrade, SUPPLIER shall ensure that all existing Equipment installed by UPC is able to continue to operate fully with the Goods so changed, without adversely affecting the operation of UPC's network and without any additional cost to UPC. Where new components are introduced into a family of Goods, SUPPLIER shall ensure that these components are able to coexist with the Goods as already deployed without adversely affecting the operation of UPC's network and without any additional cost to UPC.

Article 33

Source Code Escrow

- 33.1** SUPPLIER shall ensure that a copy of the Source Code is deposited with an escrow agent nominated by UPC promptly and at the latest within forty five (45) days of the date of a Contract.
- 33.2** UPC shall be entitled to receive a copy of the Source Code from such escrow agent upon the occurrence of release events defined for such purposes by UPC including, without limitation, the insolvency of SUPPLIER or material breach by SUPPLIER of its obligation under the relevant Contract or these General Conditions.

UPC is statutory located in Amsterdam
Address: Boeing Avenue 53, 1119 PE Schiphol Rijk



Appendix 1 - Security Schedule

Security Procedures. SUPPLIER will implement and maintain reasonable and appropriate measures designed to secure UPC's Confidential Information against accidental or unlawful loss, access or disclosure in its collection, receipt, transmission, storage, disposal, use and disclosure of such Confidential Information.

SUPPLIER will properly configure the Services and take steps to maintain reasonable security, protection and backup of UPC's Confidential Information and data ("Data") which may include routine archiving of UPC data and the use of encryption technology to protect UPC Confidential Information from unauthorized access.

Without limiting the generality of the preceding sentence, SUPPLIER shall have in place, at a minimum physical, technical, administrative, and organizational measures safeguards that provide for and ensure:

- (i) protection of business facilities, paper files, servers, computing equipment, and backup systems containing Data;
- (ii) network, application (including databases) and platform security;
- (iii) business systems designed to optimize security and proper disposal of Data in accordance with the terms of the Contract;
- (iv) secure transmission and storage of Data strong cryptography using industry standard best practices;
- (v) authentication and access control mechanisms over Data, media, applications, operating systems, and equipment;
- (vi) personnel security and integrity, including background checks where consistent with applicable law;
- (vii) training to Personnel on how to comply with SUPPLIER's physical, organizational, technical, and administrative information security safeguards and confidentiality obligations under the Contract;
- (viii) storage limitations such that Data resides only on servers located in data centers that comply with industry standard data center security controls, and restrictions to ensure that SUPPLIER personnel do not place any Data files on any notebook hard drive or removable media, such as compact disc or flash drives, unless encrypted;
- (ix) developing, implementing, updating and keeping current industry standard (a) backup systems (emergency and otherwise), network technology, firewalls, intrusion-detection and -prevention systems, anti-virus protection and other network and technological security systems and (b) computer systems, networks, and other equipment and software that secure data (including the Data) during storage, manipulation, and dissemination and processes that secure data (including the Data) during system or network changes; and
- (x) routinely reviewing and updating network technology, anti-virus programs, backup systems, and other technological security systems.

Access Limitations. SUPPLIER will restrict access to Data only to those SUPPLIER Personnel who have a need to know or otherwise access the Data to enable SUPPLIER to perform its obligations under the Contract, provided that: (i) a background check has been conducted of those Personnel; and (ii) those Personnel are bound in writing by obligations of confidentiality sufficient to protect the Data in accordance with the General Conditions. SUPPLIER shall be responsible at all times for the compliance of all Personnel with SUPPLIER's obligations under the Contract.

Breach Notification Procedures.

(i) UPC may contact SUPPLIER Technical Support for assistance in resolving obligations associated with a data security breach or incident in which sensitive, protected or confidential data is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so (hereinafter a "Security Breach");

(ii) SUPPLIER shall notify UPC of a Security Breach no later than twenty-four (24) hours after SUPPLIER becomes aware of it.

(iii) Immediately following SUPPLIER's notification to UPC of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. SUPPLIER agrees to cooperate with UPC in UPC's handling of the matter, including, without limitation obtaining and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by UPC.

Right to Audit. UPC shall have the right to audit SUPPLIER to ensure compliance with this Schedule in accordance with the General Conditions.

