



LIBERTY GLOBAL GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Definitions and Interpretation.

- 1.1. "Conditions" means these terms and conditions.
- 1.2. "Deliverables" means all products and materials to be developed by the Supplier or its affiliates, agents, contractors or employees as part of, or in relation to, the Services, in any form.
- 1.3. "Force Majeure Event" means any event preventing the performance by a party of its obligations under a Purchase Order or SoW arising directly from an act beyond the reasonable control of the affected party that was not known or reasonably foreseeable by the affected party at the date of the relevant Purchase Order or SoW.
- 1.4. "Former LG Affiliate" means any entity that was formerly a member of the Liberty Global Group but which has ceased to be such a member (which term for this purpose includes any acquirer of any business of the Liberty Global Group).
- 1.5. "Goods" means the goods, equipment, hardware and software (if any) being purchased by Liberty Global under the Purchase Order and (if applicable) the relevant SoW, but excluding any Deliverables.
- 1.6. "Intellectual Property Rights" means patents, trademarks, service marks, rights (registered or unregistered) in any designs, trade or business names, copyright (including rights in computer software) and circuit topography rights, secret formulae and processes, other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world, applications for any of the foregoing rights and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.
- 1.7. "Liberty Global" means the Liberty Global Group member issuing a Purchase Order.
- 1.8. "Liberty Global Group" means Liberty Global Ltd (and any successor or future parent undertaking) and any of its subsidiary undertakings (as defined in section 1161 and 1162 and schedule 7 of the UK Companies Act 2006) from time to time or any other entity or undertaking in which it (and/or any of such subsidiary undertakings) owns or controls at least 20% of the share capital or voting rights or has the right to appoint or remove at least 20% of the board of directors (or equivalent body).
- 1.9. "Purchase Order" means a written purchase order issued by a Liberty Global Group member for the purchase of goods, equipment, products, hardware, software, services and/or deliverables that refers to these Conditions.
- 1.10. "Services" means the services or work being purchased by Liberty Global under the Purchase Order and (if applicable) the relevant SoW and the provision of the agreed Deliverables.
- 1.11. "SoW" means the statement of work, order form or other equivalent agreement agreed between Liberty Global and the Supplier that sets out contractual terms and conditions (in addition to these Conditions) applicable to the sale or supply and purchase of the Goods, Services and/or Deliverables specified in the relevant SoW and Purchase Order.
- 1.12. "SME Declaration" means a declaration from Supplier declaring that it meets the definition of a small and medium sized company, in a form to be determined by Liberty Global from time to time.
- 1.13. "Supplier" means the company or person to whom the Purchase Order is addressed and issued.
- 1.14. The definitions of words in the singular include the plural form thereof and vice versa and "including" (and any grammatical variants thereof) or any other similar expressions 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.

2. Applicability.

- 2.1. These Conditions (together with any additional terms set out in any applicable SoW) shall govern the sale or supply of Goods, Services and/or Deliverables by the Supplier unless Liberty Global has agreed other contractual terms in writing with the Supplier (signed by a duly authorised representative of Liberty Global) ("Agreed Terms"). These Conditions shall be deemed incorporated in any contract between Liberty Global and the Supplier (the "Parties") for the sale or supply to Liberty Global of Goods, Services and/or Deliverables unless Agreed Terms apply.
- 2.2. Any other Supplier or third party terms and conditions reflected or referenced in any acknowledgement, delivery note, invoice, quotation (including where such quotation is included or referred to in the Purchase Order) or other document (including any e-mail communication or hyperlink) shall not apply unless expressly stated otherwise in the relevant SoW or Purchase Order. In the case of conflict these Conditions shall take precedence over any other terms included or referred to in a SoW or Purchase Order, unless the relevant SoW or Purchase Order expressly provides that the relevant conflicting clauses of these Conditions are intended to be amended, disappplied or replaced.
- 2.3. Liberty Global shall not be legally or financially obliged or committed to purchase any goods, equipment, products, hardware, software, services and/or deliverables unless and until Liberty Global has duly issued (and not revoked prior to acceptance) a Purchase Order relating to such goods, equipment, products, hardware, software, services and/or deliverables and the Supplier has accepted such Purchase Order in accordance with these Conditions (and Liberty

Global's commitment is limited to the extent of such Purchase Order).

- 2.4. Notice of acceptance or rejection of any proposed Purchase Order shall be provided by the Supplier to Liberty Global in writing not more than five calendar days after the proposed Purchase Order is received by the Supplier, failing which the Supplier shall be deemed to have accepted such proposed Purchase Order and the Supplier shall be obliged to fulfil the Purchase Order (provided that the Supplier will not have a right of rejection, and a Purchase Order shall be deemed immediately accepted by, and binding on, the Supplier, where the Purchase Order has been issued pursuant to an SoW). Nothing in this clause will prevent the Supplier's implied acceptance of the Purchase Order and these Conditions by conduct.
- 2.5. Liberty Global shall have the right, (subject to compliance with the applicable notice period for cancellation, if any, agreed in the relevant SoW), to cancel by written notice to the Supplier any Purchase Order in respect of any undelivered Goods or in respect of any Services or Deliverables not provided or performed at the time of cancellation. The Supplier may invoice for any accepted Goods, Services or Deliverables duly performed and delivered prior to the date of such cancellation.
- 2.6. Liberty Global shall be solely liable for the performance of its obligations under a Purchase Order and/or SoW and no other Liberty Global Group member or Former LG Affiliate shall have any liability or responsibility in connection with such Purchase Order or SoW.
- 2.7. The Liberty Global Group provides services to certain Former LG Affiliates and in the context of those services Goods, Services and/or Deliverables (together with any associated rights) may be used by or for the benefit of Former LG Affiliates in connection with their business on the same basis as if they were still members of the Liberty Global Group.
- 2.8 The Supplier shall comply with the AI Systems and AI Development provisions set out in Schedule 1 to these Conditions (and such Schedule 1 forms part of, and shall have effect as if set out in, these Conditions).

3. Delivery.

- 3.1. The date of delivery of Goods and the provision of any Services shall be as specified in the Purchase Order or SoW (and if not specified shall be within a reasonable period of time). Time shall be of the essence where a date of delivery or performance by the Supplier is specified in the Purchase Order or relevant SoW.
- 3.2. Without prejudice to any other rights that Liberty Global may have, if the Supplier is late with any delivery of Goods or provision of any Services Liberty Global shall have the right to terminate the Purchase Order and/or relevant SoW (without liability to Liberty Global) at any time before delivery of the Goods or provision of the Services and separately, if set out in the Purchase Order or SoW, Liberty Global shall be entitled to receive payment of liquidated damages, which are a commercially agreed genuine pre-estimate of loss

but are not intended to reflect the full extent of such losses.

- 3.3. The Goods shall be delivered by the Supplier, properly packed and secured in accordance with best industry standards and applicable treaties, legislation, statute, directive, regulation, judgment, decision, decree, order, ordinances, rules, codes, decrees, instrument, by-law, binding guidance from a regulator or any other law of, or having effect in, any jurisdiction from time to time ("Laws"), at its cost and risk DDP (INCOTERMS 2020) to the address specified in the Purchase Order or relevant SoW. The Supplier shall deliver the Goods with all necessary paperwork required by applicable Laws and regulations or otherwise reasonably requested by Liberty Global.
- 3.4. The Supplier shall repair or replace free of charge any Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until the replacement Goods have been delivered. Liberty Global reserves the right to hold such damaged Goods at the Supplier's risk or to return them at the risk and expense of the Supplier.
- 3.5. The Supplier shall provide reasonable advice, co-operation or assistance in connection with Liberty Global's enjoyment of use of Goods, Deliverables or Services provided under the Purchase Order or relevant SoW.

4. Acceptance.

- 4.1. The Supplier shall allow Liberty Global to inspect and/or test the Goods, Deliverables or Services before giving acceptance. No final acceptance shall occur (or be deemed to occur) until Liberty Global confirms the same in writing.
- 4.2. Following the inspection and/or testing of the Goods, Services or Deliverables Liberty Global shall be entitled to reject any Goods, Services, or Deliverables which do not comply with the standard required or the terms expressed or implied in the Purchase Order or relevant SoW as to quality, quantity, condition, fitness for purpose, description or otherwise. Where Goods are supplied in bulk and only part of such Goods do not comply with the relevant standard, Liberty Global may reject, at its option, either the entire delivery or that part of the Goods which is found not to comply. Goods, Services or Deliverables so rejected, unless collected by the Supplier, will be returned at the Supplier's expense and risk.
- 4.3. Without prejudice to any other rights or remedies, if any Goods, Services or Deliverables are rejected by Liberty Global for non-compliance on two or more occasions, Liberty Global may terminate the Purchase Order or relevant SoW.

5. Work on Liberty Global's Premises.

Where any Purchase Order or SoW involves work being carried out on or delivery at Liberty Global's premises the Supplier and its employees, agents and sub-contractors shall observe all statutory rules and regulations and all of Liberty Global's applicable policies, rules and regulations. Liberty Global may (at its sole discretion) refuse to admit or may order the removal of any person who in its reasonable opinion is not fit to be on the premises.

6. Price.

- 6.1. The price of the Goods and the Services (including related Deliverables) shall be as stated in the Purchase Order or relevant SoW and, unless

- otherwise so stated, shall be: (a) exclusive of any applicable value added tax; (b) reflective of DDP (INCOTERMS 2020) referenced in clause 3.3.; (c) inclusive of all other charges and costs (including of packaging, packing, shipping, carriage, insurance and delivery) and of any duties, taxes or levies other than value added tax; and (d) full and exclusive remuneration of the Supplier for performance of its obligations under the Purchase Order and relevant SoW. Where an SoW allows for reimbursement of certain expenses by the Supplier, all such reimbursable expenses must at all times be approved by Liberty Global in writing in advance and must be supported by receipts included with each invoice. If Liberty Global is required to make any withholding from amounts payable to the Supplier, Liberty Global may make such withholding and shall pay to the relevant authority the amount of such withholding. Payment by Liberty Global to the Supplier of the amount net of such withholding and to the relevant tax authority of the withholding tax shall constitute complete settlement of the relevant sums due.
- 6.2. No increase in the price may be made (whether on account of additional effort, additional or increased material, labour or transport costs, fluctuation in rate of exchange or otherwise) without the parties' prior agreement in writing.
 - 6.3. Each invoice shall: (i) bear the date of the relevant invoicing milestone agreed in the Purchase Order or SoW, or where no such milestone has been agreed, shall bear the date of the last day of the calendar month in which acceptance of the Goods, Services and/or Deliverables by Liberty Global in accordance with clause 4. occurred ("Acceptance"); (ii) cross refer to the Purchase Order to which it relates; (iii) (where applicable) specify the price per unit, and (iv) specify the amount of VAT and the total amount due. The Supplier may only issue an invoice following completion of the corresponding invoicing milestone agreed in the SoW or Purchase Order or, in absence of agreed invoicing milestones, upon Acceptance of the final Goods and/or Deliverables under the relevant Purchase Order or SoW (subject to receipt of approved timesheets where applicable in respect of Services and/or Deliverables).
 - 6.4. Subject to Acceptance, payment of the undisputed price shall be made within 90 days of receipt of the Supplier's correctly presented invoice, unless (i) a different period is agreed by the Parties in writing; (ii) a shorter period is notified in writing by Liberty Global to the Supplier from time to time; or (iii) a shorter statutory period applies by operation of law in the event that Supplier qualifies as a SME situated in the United Kingdom or the European Union and provided Supplier has (a) informed Liberty Global hereof and (b) provided Liberty Global with a signed SME Declaration at least once every 12 months. Supplier shall furthermore inform Liberty Global if it no longer qualifies as a SME in which case the 90 days payment term shall apply.
 - 6.5. Liberty Global shall be entitled to set off against the price any sums owed to the Liberty Global Group by the Supplier.
 - 6.6. If payment is late, the defaulting party shall not be in default until it has received a notice of default from the other party in which it is granted a reasonable period for performance of its payment obligations. If payment is still late the defaulting party shall pay to the other (if demanded) interest on any undisputed amount outstanding at the rate of 1% per annum above the current base rate of Barclays Bank plc, for the period from the due date until the date of actual payment.
 - 6.7. The Supplier shall not issue any invoice 90 days after the end of the period in which the charges were incurred.
 - 6.8. No payment of, or on account of, the price shall constitute any admission by Liberty Global as to proper performance by the Supplier of its obligations under any Purchase Order or SoW.
- 7. Title.**
- Risk and title in the Goods and Deliverables shall pass to Liberty Global on due delivery (or, where such Goods and/or Deliverables are subject to acceptance testing on or after delivery, on Acceptance of such Goods and/or Deliverables).
- 8. Software Licence.**
- 8.1. The Supplier grants to Liberty Global a non-exclusive, worldwide, royalty free, perpetual (unless a shorter term is specified in the relevant SoW) and irrevocable right to use (by its personnel and agents) any software supplied (together with any updates or new versions to that software), whether on an on-premises, hosted/SaaS or other basis and any associated materials for such purposes as Liberty Global may require and, where relevant, to sub-license any such item to any member of the Liberty Global Group, any Former LG Affiliate and/or any service provider for the ultimate benefit of a member of the Liberty Global Group or any Former LG Affiliate and to its or their respective customers for the purpose of accessing and using Liberty Global Group's services. Liberty Global shall not make any copies or duplicates of any such item (unless reasonably necessary to do so for the above purposes) without the Supplier's prior written consent, save for backup and archival purposes.
 - 8.2. On the Supplier's written request, but not more frequently than once per year, Liberty Global shall report to the Supplier its then-current deployment of the Supplier's proprietary software licensed to Liberty Global under the Conditions and specified in the relevant written request.
- 9. Warranty, Indemnity and Liability.**
- 9.1. The Supplier warrants, represents and undertakes to Liberty Global that (without prejudice to Liberty Global's rights and remedies implied by statute and common law):
 - (a) the Supplier has the corporate power and authority to execute, deliver and perform its obligations under the Purchase Order and has the right to and shall supply all Goods and Deliverables free from any charges, liens or other encumbrances;
 - (b) all Goods, Deliverables and Services shall correspond with description and other specification supplied or made known to the Supplier and with any sample and comply with all applicable Laws and regulatory requirements;
 - (c) the Goods and Deliverables will be fit for purpose and free from defects in design, material, workmanship and performance and

- the Services will be performed with reasonable care and skill;
- (d) the Liberty Global Group's receipt, possession and/or use of the Goods, Services and Deliverables provided by the Supplier (or its subcontractor) shall not infringe any Intellectual Property Rights of any person;
 - (e) in providing the Goods, Services and/or Deliverables the Supplier will comply with (and will ensure that its and its subcontractors' personnel comply with) all applicable Laws and regulations (including in relation to bribery, corruption, sanctions, embargoes, export controls, health and safety and environmental matters) and will comply with Liberty Global's Code of Conduct, Anti-Corruption Policy and the Liberty Global Procurement Responsible Supplier Code of Conduct as amended from time to time (as each have been provided to the Supplier);
 - (f) neither it nor any of its affiliated entities or subcontractors are subject to any "prohibited parties list" maintained by the U.S. government, the UK or other applicable jurisdiction, or are otherwise subject to, or doing business in countries subject to, prohibitions, sanctions or trade embargoes; and
 - (g) so far as the Supplier is aware (having conducted adequate and appropriate due diligence) the Goods are free from, and do not use, incorporate or contain any "conflict minerals" that have originated from the Democratic Republic of Congo or an adjoining country in breach of any applicable Laws (including the US Dodd-Frank Act).
- 9.2. Nothing in these Conditions, the Purchase Order or the relevant SoW excludes or limits:
- (a) a party's liability to the other party for fraud or wilful misconduct or for death or personal injury due to its own negligence or its employees' or agents' negligence whilst acting in the course of their employment;
 - (b) the Supplier's liability under clause 9.1.(e), clause 13. or clause 14. or under any indemnity given by the Supplier in these Conditions.
- 9.3. Subject always to the provisions of clause 9.2., neither party shall be liable to the other for any type of special, indirect or consequential loss including any loss of profit.
- 9.4. (a) Subject always to the provisions of clauses 9.2. and 9.3., the Supplier's liability to Liberty Global, whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with each Purchase Order shall not exceed for the relevant Purchase Order in the aggregate the greater of €2 million or 200% (two hundred percent) of the total amounts paid or payable by Liberty Global to the Supplier under the relevant Purchase Order.
- (b) Subject to clauses 9.2. and 9.3., Liberty Global's liability to the Supplier or its affiliates whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with each Purchase Order shall not exceed for the relevant Purchase Order 100% (one hundred percent) of the total amounts paid or payable

by Liberty Global to the Supplier under the relevant Purchase Order.

- (c) Where multiple Purchase Orders are issued to the Supplier by the same member of the Liberty Global Group that relate to, and are issued under, the same SoW, then for the purposes of this clause 9.4. the amounts of these Purchase Orders shall be aggregated and treated as being a single Purchase Order.

9.5. The Supplier will at all times maintain insurance with a reputable insurance company against all liability under the Purchase Order and shall provide reasonable evidence of such insurance to Liberty Global on request.

10. Remedy.

Without prejudice to any other right or remedy, if any Goods, Deliverables or Services are not supplied or performed in accordance with the Purchase Order or relevant SoW, then Liberty Global shall be entitled, by notice, to require the Supplier to repair the Goods, Services or Deliverables or to supply replacement Goods, Deliverables or Services in accordance with the Purchase Order or relevant SoW within 7 days of such notice or to have them so repaired or re-performed by a third party in which case the Supplier shall reimburse Liberty Global for all costs and expenses thereby incurred.

11. Termination.

11.1. Either party may terminate the Purchase Order and/or relevant SoW without liability immediately upon notice in writing to the other party if the other party at any time shall become insolvent or become the subject of a winding up order (of any type) or an administration order, or have an administrative receiver appointed (including under the Law of Property Act), or compound with its creditors, enter into a company voluntary arrangement or scheme of arrangement (in any such case other than in connection with liquidation a reconstruction or amalgamation) or is subject to an event that has the equivalent or similar effect to any of the aforementioned events.

11.2. Either party may terminate the Purchase Order and/or relevant SoW immediately upon written notice to the other at any time for material breach (i) not capable of remedy, or (ii) if the breach is capable of remedy, it is not remedied within 30 days' written notice to remedy the same.

11.3. Liberty Global may terminate the Purchase Order and/or relevant SoW at any time by giving not less than 30 days' written notice to the Supplier, without liability.

11.4. On termination or expiry of the Purchase Order or relevant SoW, the Supplier shall return all information or materials made available by or on behalf of Liberty Global to the Supplier in connection therewith and shall co-operate fully with Liberty Global to ensure an orderly, efficient and undistruptive as reasonably possible transfer of the Supplier's obligations to Liberty Global (or its nominated third party).

12. Intellectual Property.

12.1. Subject to the rest of this clause, neither Party shall acquire any rights to any Intellectual Property Rights owned by the other Party and/or its licensors, whether pre-existing or created during the term of the Purchase Order or relevant SoW.

- 12.2. If during the delivery of the Goods, Deliverables and Services the Parties jointly create new Intellectual Property then the Parties shall agree on the future use of the joint Intellectual Property in a separate agreement.
- 12.3. Notwithstanding clause 12.2, the Supplier assigns to Liberty Global with full title guarantee free from encumbrances all present and future Intellectual Property Rights subsisting in or arising in connection with the Deliverables, which are developed by or on behalf of the Supplier specifically for Liberty Global ("Bespoke LG Developments") and irrevocably waives any and all moral rights relating to the Bespoke LG Developments under the Copyright Designs and Patents Act 1988 and any equivalent legislation in any part of the world, to the extent permitted by any such legislation. The Supplier will execute, and will procure that any subcontractors execute, such documents and do all such things as Liberty Global may consider reasonably necessary to give effect to this clause 12.3.
- 12.4. The Supplier grants to Liberty Global and other Liberty Group members and Former LG Affiliates a world-wide, non-exclusive, perpetual, transferable, sub-licensable, royalty-free and irrevocable licence to use its Systems (as defined in Schedule 2) and Intellectual Property Rights to the extent necessary to use the Goods, Services and/or Deliverables.
- 12.5. The Supplier shall indemnify Liberty Global against all losses, costs, damages and expenses suffered or incurred by any member of the Liberty Global Group arising from or in connection with any infringement, or allegation or claim of infringement made against any Liberty Global Group member of any third party's Intellectual Property Rights in relation to the Liberty Global Group's receipt, possession, enjoyment and/or use (as the case may be) of the Goods, Services or Deliverables.

13. Confidentiality.

- 13.1. All information of a confidential nature imparted by either Party to the other Party in connection with the Purchase Order or relevant SoW, including but not limited to data of or about customers or suppliers, drawings, patterns, raw materials, designs, specifications and any information relating to the technical affairs or business or product plans of either party or its affiliates ("Confidential Information") shall be treated as proprietary and confidential to the Party disclosing the Confidential Information.
- 13.2. Neither Party shall use or disclose any Confidential Information of the other Party without the other Party's prior written agreement except:
- (a) to the extent necessary to comply with any Law in which event the relevant Party shall so notify the other as promptly as reasonably practicable and shall seek confidential treatment of such information;
 - (b) to its auditors, legal advisers and other professional advisers provided that it ensures that such persons maintain such confidentiality;
 - (c) in order to enforce and enjoy its rights under the Purchase Order or relevant SoW; or
 - (d) in the case of Liberty Global, to any person with a bona fide and legitimate interest in such

information who enters into a confidentiality agreement including, but not limited to, a prospective purchaser of a member of the Liberty Global Group or its business and provided that such person only uses the information for the purpose of such bona fide and legitimate interest.

- 13.3. The provisions of clause 13.2. shall not apply to:
- (a) any information in the public domain otherwise than by breach of these Conditions;
 - (b) information obtained from a third party who is free to divulge the same;
 - (c) information that was already known to the receiving Party prior to disclosure under the Purchase Order or relevant SoW and was not previously acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use towards the disclosing Party; or
 - (d) information that can be shown by documentary evidence to have been created by one Party independently from work under the Purchase Order or relevant SoW.

14. IT Security, Liberty Global Data and Data Security, Data Protection.

The Supplier shall comply with the data and security provisions set out in Schedule 2 to these Conditions (and such Schedule 2 forms part of, and shall have effect as if set out in, these Conditions).

15. Miscellaneous.

- 15.1. The Supplier will not without the prior written consent of Liberty Global in any way whatsoever advertise or publish the fact that the Supplier has entered into the Purchase Order or relevant SoW or contracted to supply any Goods, Services or Deliverables to any Liberty Global Group company.
- 15.2. The Purchase Order and any relevant SoW is personal to the Supplier and the Supplier shall not transfer, assign, novate, subcontract or otherwise dispose of any of their rights or obligations under the Purchase Order or relevant SoW without the prior written consent of Liberty Global.
- 15.3. At the request of Liberty Global, the Supplier shall execute all deeds and other documents required to effect any transfer, assignment, novation or disposal of all or any of Liberty Global's rights and obligations under the Purchase Order and/or relevant SoW to another member of the Liberty Global Group, to any purchaser of a business undertaking of the Liberty Global Group or to any service provider of the Liberty Global Group from time to time for the purposes of providing services to the Liberty Global Group, to which the Purchase Order or relevant SoW relates.
- 15.4. Any notice required or permitted to be given by either party to the other under the Purchase Order or relevant SoW shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 15.5. The exercise or waiver, in whole or in part, of any right, remedy, or duty provided for in the Purchase Order or relevant SoW will not constitute the waiver of any prior, concurrent or subsequent right, remedy, or duty within the Purchase Order or relevant SoW. No single or partial exercise of any

- right, power, privilege or remedy under the Purchase Order or relevant SoW shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.
- 15.6. If any provision of the Purchase Order or relevant SoW is held by any court or competent authority to be illegal, void, invalid or unenforceable under the Laws of any jurisdiction, the legality, validity and enforceability of the remainder of the Purchase Order or relevant SoW in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of the Purchase Order or relevant SoW in any other jurisdiction shall not be affected. In these circumstances, the parties shall meet to discuss the affected provisions and shall substitute a lawful and enforceable provision which so far as possible results in the same economic effects.
- 15.7. The Purchase Order or relevant SoW does not create any right or benefit enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except that except that any right or benefit conferred by a Purchase Order or relevant SoW on Liberty Global may be enforced by other members of the Liberty Global Group in addition to Liberty Global although the consent of such other members is not required for the Parties to vary or terminate such Purchase Order or relevant SoW.
- 15.8. The Purchase Order and any relevant SoW, together with any documents referred to in either of them, constitutes the whole agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 15.9. Each Party acknowledges that it has not been induced to enter into the Purchase Order or relevant SoW by any representation or warranty other than those contained in the Purchase Order or relevant SoW and, having negotiated and freely entered into the Purchase Order or relevant SoW, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud.
- 15.10. The rights, powers, privileges and remedies provided in the Purchase Order or relevant SoW are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Law or otherwise.
- 15.11. At any time after the date hereof each of the Parties shall, at the request and cost of another Party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the Party so requiring the full benefit of all the provisions of the Purchase Order or relevant SoW.
- 15.12. Subject to any express provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Purchase Order or relevant SoW and in carrying out any related due diligence.
- 15.13. The Parties acknowledge that the Supplier is an independent contractor of Liberty Global and the Supplier's employees or employees of its agents or sub-contractors are not employees of Liberty Global. Each party is responsible for the management, direction, control, supervision, and compensation of its own employees, agents or sub-contractors. Nothing in these Conditions, any Purchase Order or any relevant SoW shall be construed as creating a partnership between the Parties or as authorising any Party to act as agent for the other. The Parties shall not pledge the credit of or make any promises on behalf of the other unless the same shall have been expressly authorised in writing by the other Party.
- 15.14. Each Purchase Order or relevant SoW constitutes a contract for the provision of services and not a contract of employment and to the extent that the Supplier engages contractors in the provision of the Services under this Purchase Order or relevant SoW the Supplier confirms that it is responsible for all off-payroll workers' obligations. Accordingly the Supplier shall be fully responsible for and shall indemnify Liberty Global for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim (including any associated or connected costs, expenses, penalties, fines or interest incurred or payable by any Liberty Global Group member) arising from or made in connection with the performance of the Services, where the recovery is not prohibited by Law; and
 - (b) any liability howsoever arising from any employment-related claim or arising from any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any its employees, agents or sub-contractors against any Liberty Global Group member arising out of or in connection with the provision of the Services.
- 15.15. The Supplier shall maintain all reports, records and other documents relating to performance of the Purchase Order or relevant SoW and prices payable under it and shall allow Liberty Global access to all such documents at all reasonable times. Liberty Global shall have the right to audit the Supplier remotely or at the Supplier's premises on reasonable notice to ensure compliance with the Purchase Order or relevant SoW (including, without limitation, the Supplier's obligations in Schedule 1 and clauses 9.1.(e) and (g)). If so requested, the Supplier shall provide details of any independent environmental certifications (for example ISO 14001) that it has received.
- 15.16. The Supplier shall ensure no conflict of interest arises between the interests of Liberty Global and the interests of the Supplier itself or any client of the Supplier. The Supplier shall notify Liberty Global of any potential conflict and follow Liberty Global's reasonable instructions to avoid it or bring it to an end. Liberty Global may terminate the Purchase Order or relevant SoW where such conflict is not ended or mitigated to its satisfaction.
- 15.17. The Supplier shall provide free of charge documentation, manuals or user guides necessary to (as appropriate) duly install, operate and maintain the Goods and/or Deliverables.
- 15.18. These Conditions and any Purchase Order or relevant SoW issued under them (and any non-contractual obligations arising from or connected

with them) shall be governed by, and construed in accordance with, English Law and the parties submit to the exclusive jurisdiction of the English courts.

15.19. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Conditions or any Purchase Order or relevant SoW issued under them.

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

15.21. Neither party is liable to the other as a result of any failure to perform its obligations under a Purchase Order or SoW if and to the extent that such failure is caused by a Force Majeure Event. Each party whose performance is affected by a Force Majeure Event shall: (A) promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration; and (B) use all reasonable endeavours to remedy or mitigate the effect of the Force Majeure Event. Liberty Global shall not be required to pay any amounts to the Supplier to the extent it does not receive the benefit of Goods,

Deliverables and/or Services as a result of the Force Majeure Event. If a Force Majeure Event prevents the Supplier from performing any of its obligations for more than 30 (thirty) days, Liberty Global may terminate the Purchase Order or SoW or the affected part thereof immediately by notice to the Supplier.

15.22. Liberty Global reserves the right, without prior warning, unilaterally to amend from time to time any of the provisions of these Conditions in a manner it may deem necessary and shall publish the amended Conditions directly on its website: <http://www.libertyglobal.com/legal-notice> and, where Liberty Global is organised in the Netherlands, shall file the amended Conditions with the Trade Register of the Chamber of Commerce of Amsterdam under Liberty Global's registered number. Amended versions of these Conditions shall apply to SoWs agreed, and Purchase Orders issued, on and after the date of publication of the relevant amended Conditions or (if earlier) the date that the amended version of the Conditions is notified to the Supplier.

SCHEDULE 1

AI SYSTEMS AND AI DEVELOPMENT

PART 1 DEFINITIONS

1. DEFINITIONS

1.1 In this Schedule 1 and in each AI Addendum:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity from time to time, provided that "Affiliate" shall also include, in the case of Liberty Global, Liberty Global Limited and any entity or undertaking in respect of which Liberty Global Limited or any of its Affiliates owns or controls (directly or indirectly) at least 20% of the issued share capital or other ownership interest or at least 20% of the voting rights;

"AI Addendum" means an addendum to the Conditions in the form set out in Appendix 1 to this Schedule 1, which has been signed by the Parties;

"AI Development Services" means any services comprising, or relating to, the development or Training of an AI System;

"AI Generated Deliverable" means any Deliverable (or component thereof) that has been created, produced or generated, in whole or in part, by an AI System in the performance of the Services or any other obligation of Supplier under the Conditions;

"AI Policy Documents" means all policies and procedures provided by Liberty Global (or an Affiliate of Liberty Global) to Supplier relevant to the development, procurement, provision, operation, maintenance or deployment of AI Systems, as may be updated by Liberty Global or an Affiliate of Liberty Global from time to time;

"AI System" means a machine-based system (including both the implementing software and the weights developed through Training) designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; "AI System Documentation" has the meaning given in paragraph 13.1(d)(i) of Part 3 of this Schedule 1;

"Approved Custom AI System" means a Proposed Custom AI System that has been approved by Liberty Global in an AI Addendum;

"Authorised User" means:

(a) with respect to each Permitted AlaaS System, any Liberty Global Authorised User; and

(b) with respect to each Permitted Services AI System, any Supplier Authorised User;

"Conflict of Interest" means an instance where Supplier (or any Affiliate of Supplier or any subcontractor) has a direct or indirect commercial interest in any AI System that is used or proposed to be used in any Developed AI System, or that otherwise conflicts, or is reasonably likely to conflict, with the interests of Liberty Global (or any Affiliate of Liberty Global);

"Control" means the beneficial ownership of more than 20% 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);

"Data" means any data, documents, images, files, information or other content embodied in any medium;

"Developed AI Materials" means: (a) each Developed AI System; and (b) in relation to that Developed AI System, any Data generated by or on behalf of Supplier in the performance of the AI Development Services, including the relevant Initial Model Specification, Full Model Specification, AI System Documentation, Training Data, and RAG Databases, as applicable;

"Developed AI System" means each AI System developed by, or on behalf of, Supplier in performing the AI Development Services, and any Enhancements;

"Direct Access Use Case" has the meaning given in paragraph 3.1(a)(i) of Part 2 of this Schedule 1;

"End Customer" means any customer of Liberty Global (or of any Affiliate of Liberty Global);

"Enhancements" means, individually and collectively, with respect to any Developed AI System: (a) bug fixes, security patches, updates, upgrades, revisions, versions, releases, and other modifications to or improvements of such Developed AI System; and (b) other improvements to, modifications of, fixes to, or additions to such Developed AI

System, irrespective of how designated, classified, or marketed;

"Full Model Specification" has the meaning given in paragraph 13.1(a)(ii) of Part 3 of this Schedule 1;

"Indirect Access Use Case" has the meaning given in paragraph 3.1(a)(ii) of Part 2 of this Schedule 1;

"Initial Model Specification" has the meaning given in paragraph 13.1(a)(i) of Part 3 of this Schedule 1;

"Input" means, in relation to an AI System, any input (including the prompt and any Data uploaded with the prompt) provided by the user into the relevant AI System;

"Liberty Global AI System" means an AI System (or component of an AI System, including implementing Software, Data or weights) developed by or on behalf of Liberty Global (or any Affiliate of Liberty Global) prior to or independently of these Conditions;

"Liberty Global Authorised User" means, in relation to any Permitted AlaaS System, any individual authorised by Liberty Global or an Affiliate of Liberty Global to access the relevant Permitted AlaaS System;

"Liberty Global Indemnitee" means Liberty Global, each of its Affiliates, each End Customer, and each of the foregoing's respective directors, officers, employees, agents or representatives);

"Liberty Global Training Data" means in relation to any AI System, Data provided by or on behalf of Liberty Global (or any Affiliate of Liberty Global) to Supplier expressly for the purpose of Training that Developed AI System or RAG Services in connection with that AI System;

"Open Source Model" means any AI System, the model weights for which are made available to the public for download, inspection and modification free of charge;

"Open Source Software" means any Software or other material that is distributed as "open source software", "public source software", "shareware", "freeware", or pursuant to any license identified as an open source license by the Open Source Initiative (www.opensource.org), in each case, including any modification or derivative thereof;

"Output" means, in relation to each Input (and where applicable, relevant RAG Retrieved Data), the output provided by the relevant AI System in response to such Input (and, where applicable, such RAG Retrieved Data);

"Permitted AI System" means any Permitted AlaaS System or Permitted Services AI System;

"Permitted AlaaS System" means any AI System which has been authorised by Liberty Global pursuant to this Schedule 1 for a Direct Access Use Case;

"Permitted Services AI System" means any AI System which is not itself accessible directly by Liberty Global (or any Affiliate of Liberty Global) and which has been authorised by Liberty Global for an Indirect Access Use Case pursuant to this Schedule 1;

"Permitted Purpose" means in relation to each Permitted AI System, the permitted purpose set out in the relevant AI Addendum;

"Proposed Custom AI System" has the meaning given in paragraph 10.1 of Part 3 of this Schedule 1;

"RAG Database" means, any database or collection of Data provided to Supplier by or on behalf of Liberty Global under these Conditions or otherwise controlled by Liberty Global (or an Affiliate of Liberty Global) for the purposes of RAG Services, and including in each case where that database or collection of Data has been vectorised;

"RAG Retrieved Data" means in relation to any RAG Services, any Data generated as a result of or in connection with the relevant AI System retrieving Data from the relevant RAG Database in response to an Input;

"RAG Services" means any services described in an AI Addendum comprising the integration of a retrieval function into a Permitted AI System or Developed AI System, by which the relevant AI System retrieves Data (including Data that has been vectorised) from a specific database or collection of Data in response to an Input;

"Regulatory Process" means any investigation, inquiry, enforcement proceedings or process (including any bans or recalls) by any governmental, judicial, quasi-judicial, administrative, or regulatory body;

"Relevant Input" means any Input inputted into: (a) any AI System by Supplier in the provision of the Services or generation of the Deliverables [and which relates specifically to the Services or the Deliverables, or Liberty Global (or any Affiliate of Liberty Global or End Customer) or their respective businesses]; or (b) a Permitted AlaaS System by Liberty Global, an Affiliate of Liberty Global or an End Customer;

"Relevant Output" means any Output corresponding to a Relevant Input;

“Restrictive Open Source Software” means Open Source Software that is subject to any license that requires, or would reasonably be expected to require, the licensee to (a) disclose, distribute or grant access to any of its source code, (b) license or otherwise make available any Software on a royalty-free basis or otherwise limit its ability to charge for its products or services, or (c) allow any person to decompile, disassemble or reverse engineer any of its Software (including the GNU General Public License, the GNU Lesser General Public License, the GNU Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, and the Eclipse Public License);

“Supplier Authorised User” means, in relation to a Permitted Services AI System, any individual authorised by Supplier to use the relevant Permitted Services AI System in the provision of the Services or Deliverables;

“Support Services” means, in relation to each Developed AI System, any Services for the support and maintenance for the relevant Developed AI System as may be documented in an AI Addendum;

“Third Party AI Licensor” means, in respect of any element of a Permitted AI System or Developed AI System (as applicable) which is licensed to Supplier (or an Affiliate of Supplier or a subcontractor, as the case may be) by a third party, the relevant licensor;

“Train” means, in relation to an AI System, any activities comprised in the training (including pre-training and fine-tuning), testing, validating, customising or improving that AI System, and Training shall be interpreted accordingly;

“Training Data” means, in relation to an AI System, any Data used to Train such AI System[, but excluding any Liberty Global Training Data]; and

“Transparency Information” means, in relation to any AI System, concise, complete, correct and clear information that is accessible and comprehensible, in each case, to enable users of that AI System to understand the logic of the AI System and the generation of a particular Output by that AI System.

1.2 References in these Conditions to:

(a) Liberty Global Data and Liberty Global Confidential Information shall be deemed to include Liberty Global Training Data, Relevant Inputs and Relevant Outputs, and RAG Retrieved Data; and

- (b) [Any materials provided by Liberty Global to Supplier in order for Supplier to provide the Services shall be deemed to constitute Liberty Global Training Data;]
- (c) Bespoke LG Developments shall be deemed to include all Relevant Inputs and Relevant Outputs, RAG Retrieved Data, AI Generated Deliverables, and Developed AI Materials;
- (d) Deliverable shall be deemed to include each Developed AI System and corresponding AI Documentation, Initial Model Specification and Full Model Specification;
- (e) Services shall be deemed to include each Permitted AlaaS System.

PART 2
USE OF AI SYSTEMS

2. RESTRICTION ON THE USE OF AI SYSTEMS AND DATA FOR AI

2.1 Subject to paragraph 2.2 of this Part 2, Supplier shall not (and shall ensure that its Affiliates and subcontractors shall not) use any AI System in connection with the provision of any Service, Good or Deliverable, except to the extent permitted under an AI Addendum and in accordance with this Schedule 1.

2.2 Supplier may (and may allow any Affiliate or subcontractor to) use:

(a) *[insert any specifically permitted AI systems and use cases within the context of the Services / creation of Deliverables]*

(b) [●],

in each case subject to and in accordance with the remaining provisions of this Schedule 1.

2.3 Supplier shall not use, and shall procure that none of its Affiliates and subcontractors shall use, any Liberty Global Data to Train or otherwise develop any AI System, except to the extent Liberty Global has expressly agreed to such use of Liberty Global Data in an AI Addendum, which Liberty Global may condition on the Supplier's agreement to additional commercial terms (which may include payment of one-off or recurring licence fees, or royalties).

3. AI ADDENDA AND PROCESS FOR AUTHORISING AI USE CASES

3.1 Without limiting paragraph 2.1 of this Part 2 of this Schedule 1, in order to allow Liberty Global to determine whether to authorise any proposed use of an AI System in the performance of the Services or provision of Goods (including where the proposed use constitutes the making available of that AI System directly to Liberty Global or any Affiliate of Liberty Global as a service or as part of a Good), Supplier shall provide to Liberty Global:

(a) a draft AI Addendum with a description of and relevant details relating to:

(i) the relevant AI System to be made accessible to, and used by, Liberty Global (and its Affiliates and End Customers, as applicable) as a Service (the "Direct Access Use Case"); or

(ii) the proposed use of the relevant AI System in the provision of the Services [or generation of the Deliverables], where that AI System

is not itself accessible directly by Liberty Global (the "Indirect Access Use Case"),

as applicable;

(b) a representative sample of the output or other content created, produced or generated by, or through the use of, the proposed AI System;

(c) technical information and documentation concerning the proposed AI System; and

(d) any other information reasonably requested by Liberty Global.

3.2 In relation to each Permitted AI System, Supplier shall not, and shall procure that no third party shall, use the relevant Permitted AI System in connection with these Conditions for any purpose other than the relevant Permitted Purpose agreed in the relevant AI Addendum.

3.3 Each AI Addendum shall be incorporated into and form part of the Conditions. If there is any conflict or inconsistency between:

(a) any provisions in this Schedule 1 (or any part of the Conditions other than the AI Addendum) and any provisions in an AI Addendum, the provisions of this Schedule 1 (or any part of the Conditions other than the AI Addendum) shall prevail to the extent of the conflict or inconsistency, except that a provision in an AI Addendum shall prevail to the extent that that provision expressly refers to and states it prevails over a specific provision of the Conditions; or

(b) any provisions in this Schedule 1 and any other part of the Conditions (except any AI Addendum), the provisions in this Schedule 1 shall prevail with respect to any matters relating to AI Systems.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 As between the Parties, all Intellectual Property Rights in any Relevant Output shall be the sole and exclusive property of Liberty Global and shall vest in Liberty Global unconditionally and automatically on creation.

4.2 To the extent any Intellectual Property Rights in any Relevant Output do not automatically vest in Liberty Global, Supplier hereby irrevocably assigns to Liberty Global, and shall procure that each Affiliate of Supplier, Third Party AI Licensor and each subcontractor assigns to Liberty Global, all rights (including copyright), title and interest in, to and under such Intellectual Property Rights upon their creation. To the extent any Intellectual Property Rights in any Relevant Output cannot be assigned to Liberty Global by Supplier (or an Affiliate of Supplier, Third Party AI Licensor

or subcontractor, as the case may be) as a matter of law, then Supplier hereby grants (and shall procure that relevant Affiliates, Third Party AI Licensors and subcontractors grant, as applicable) an exclusive, royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual, fully-paid licence for Liberty Global and each Affiliate of Liberty Global to reproduce, distribute, modify, access, perform, execute, display, enhance, create derivative works of, or otherwise use, each Relevant Output in which such Intellectual Property Rights subsist.

4.3 Supplier shall not assert ownership over or challenge, and shall procure that no Affiliate of Supplier, Third Party AI Licensor or subcontractor asserts ownership over or challenges, Liberty Global's, any Affiliate of Liberty Global's, or any End Customer's use of, or rights to use, any Relevant Output.

4.4 Supplier shall procure that each relevant personnel of Supplier (or any Affiliate, Third Party AI Licensor or subcontractor) irrevocably and unconditionally waives any and all moral rights in or relating to any Relevant Output and shall provide to Liberty Global, promptly following a request by Liberty Global, written evidence of such waiver.

4.5 As between the Parties, Liberty Global shall have the exclusive right (in its sole discretion) to determine the steps to be taken to protect any Relevant Outputs, including to apply for, maintain and enforce any Intellectual Property Rights in the Relevant Outputs.

4.6 Supplier shall, and shall procure that each Affiliate, Third Party AI Licensor and subcontractor shall:

- (a) provide any assistance and information reasonably requested by Liberty Global in connection with any application for a patent that covers a Relevant Output; and
- (b) not challenge Liberty Global's (or any Affiliate of Liberty Global's or End Customer's) entitlement to any such patent.

5. INDEMNITIES

5.1 Supplier indemnifies and holds Liberty Global harmless, on written demand, against all Losses suffered or incurred by or awarded against any Liberty Global Indemnitee arising from or in connection with any claim by any third party or any regulatory sanction, fine or penalty arising out of:

- (a) any unauthorised use of AI Systems in the provision of the Services or any Deliverable under these Conditions;

- (b) the negligence of Supplier (or any Affiliate, subcontractor or Third Party AI Licensor) in relation to the deployment of a Permitted AI System;
- (c) Supplier's (or any Affiliate's, subcontractor's or Third Party AI Licensor's) breach of applicable Laws in relation to or in the deployment of a Permitted AI System;
- (d) allegations that a Liberty Global Indemnitee's possession or use of any Relevant Output infringes the Intellectual Property Rights of that third party; or
- (e) the use of a Permitted AlaaS System by the relevant Liberty Global Indemnitee in accordance with the Conditions,

except:

- (i) in the case of (b) to (e) only, to the extent the relevant claim or regulatory sanction, fine or penalty arises from:

- (A) a Liberty Global Authorised User inputting Data as an Input, where the relevant Liberty Global Indemnitee does not have the necessary rights to input that Data; or

- (B) any modification of any Relevant Output by or on behalf of Liberty Global (or any Affiliate of Liberty Global or End Customer); or

- (ii) in the case of Permitted Services AI Systems, and in relation to (c) and (d) only, to the extent the relevant claim or regulatory sanction, fine or penalty arises from a Supplier Authorised User inputting Data as an Input on behalf of Liberty Global, where Liberty Global:

- (A) has provided such Data to Supplier and expressly authorised in writing the use of such Data by Supplier as an Input; and

- (B) does not have the necessary rights to input, or authorise the input of, such Data into the Permitted Services AI System.

6. TERMINATION

6.1 Liberty Global may terminate the Conditions in part in relation to any Permitted AI System immediately upon written notice and without any liability if:

- (a) the relevant Permitted AI System becomes the subject of any claim or Regulatory Process;

- (b) the use of a Permitted AI System has, or would reasonably be expected to have, a material and adverse effect on the business or reputation of Liberty Global or any Affiliate of Liberty Global; or
 - (c) a regulator determines that any use of a Permitted AI System is unlawful, or otherwise requires that Supplier or any Affiliate of Supplier, Third Party AI Licensor or subcontractor ceases any use of the Permitted AI System.
- 6.2 Notwithstanding Clause 11, Liberty Global may terminate these Conditions in part in relation to any AI Addendum for convenience at any time by giving Supplier not less than thirty (30) days' prior written notice.
- 7. SUPPLIER OBLIGATIONS**
- All Permitted AI Systems**
- 7.1 Without limiting paragraph 2 of Part 2 of this Schedule 1 or any terms agreed in any AI Addendum, Supplier shall, in relation to each AI System used in connection with the provision of the Services, Goods or any Deliverable:
- Quality and compliance*
- (a) deploy or make available (as applicable) the relevant AI System in a manner that does not adversely affect the standard or quality of the Services, Goods or Deliverables;
 - (b) deploy or make available (as applicable) the relevant AI System in compliance with all applicable Laws, the relevant AI Addendum and the AI Policy Documents;
- Risk management and cooperation*
- (c) provide any information (including Transparency Information) or other assistance and cooperation reasonably requested by Liberty Global to enable Liberty Global, any Affiliate of Liberty Global, or any End Liberty Global to comply with applicable Laws in connection with that AI System (or the Outputs generated by it);
 - (d) immediately notify Liberty Global if:
 - (i) Supplier (or any Affiliate of Supplier, Third Party AI Licensor or subcontractor, as applicable) becomes the subject of any claim or Regulatory Process in relation to that AI System;
 - (ii) the use of that AI System has, or would reasonably be expected to have, a material and adverse effect on the business or reputation of Liberty Global, any Affiliate of Liberty Global or any End Customer; or
 - (iii) Supplier becomes aware (or ought reasonably to have been aware) of any material risks arising from the use of any Relevant Output or the AI System;
 - (e) within 30 days of Liberty Global's written request, cease all use of the relevant AI System in connection with the provision of any Service or Deliverable;
- Inputs, Outputs and Liberty Global Data*
- (f) ensure that:
 - (i) no Liberty Global Data is used, or permitted to be used, to Train that AI System (or any other AI System), other than as expressly permitted in an AI Addendum; and
 - (ii) no Liberty Global Data will be accessible to, or reproduced as Outputs for, users of that AI System (or any other AI System) other than an Authorised User;
 - (g) unless otherwise agreed in the relevant AI Addendum, ensure that any separate document or other file uploaded to the prompt or context window of the AI System by or on behalf of an Authorised User in connection with an Input ("Ingested Content") shall be immediately and permanently deleted from the AI System (and any other system or Software of Supplier and any of Affiliate of Supplier, Third Party AI Licensor or any subcontractor) without retaining a copy, in each case when the relevant Authorised User:
 - (i) deletes the relevant Ingested Content within the AI System; or
 - (ii) if sooner, closes or leaves the AI System;
 - (h) configure the relevant AI System to prevent the generation of any Output that reproduces any substantial portion of any element of the Training Data in which subsists the Intellectual Property Rights of any third party, the use by Liberty Global (or any Service Recipient or End Customer) of which has not been licensed;
 - (i) maintain and, upon Liberty Global's request, provide to Liberty Global [a list][an encrypted list] of all Inputs inputted by Authorised Users into, and corresponding Outputs produced by, the AI System;
- Training Data*
- (j) take all reasonable steps to ensure that the AI System (and the Training Data

used to develop the Permitted AI System) is: (i) relevant in view of the relevant Permitted Purpose; and (ii) free of errors;

Security and segregation

- (k) ensure that no Output contains any Restrictive Open Source Code, virus, or any other form of harmful or malicious code;
- (l) keep all Inputs, Outputs, and, where RAG Services apply, RAG Retrieved Data, and each RAG Database, in each case segregated from all other Data of Supplier (or any Affiliate of Supplier or any of their respective customers or suppliers); and
- (m) in relation to Permitted AlaaS Systems only, in relation to all Liberty Global Data processed by the AI System (including Inputs and Outputs):
 - (i) enable 'bring your own key' encryption of such Data;
 - (ii) not decrypt, and procure that no person other than Liberty Global decrypts, such Data;
 - (iii) ensure that all such Data is processed in a logically segregated instance of the Permitted AI System; and
 - (iv) ensure that all such Data is treated as 'eyes off', such that no person (including any Third Party AI Licensor) other than Liberty Global will at any time be permitted to access, view, copy or modify any such Data.

7.2 Without limiting paragraph 2 of Part 2 of this Schedule 1 or any terms agreed in any AI Addendum, Supplier shall, in relation to each AI System (to which Liberty Global or any Affiliate of Liberty Global does not itself have access) used in the provision of the Services or Deliverables:

- (a) ensure that:
 - (i) there has been human oversight over Inputs and Outputs;
 - (ii) Inputs and Outputs are relevant in view of the intended purpose of the AI System, the Services, Goods and Deliverables, as applicable, and free of errors;
 - (iii) where RAG Services apply, any component of an Output comprising or that is based on RAG Retrieved Data shall be an accurate copy of the relevant Data in the RAG Database;

- (b) take, and procure the taking of, all reasonable steps to minimise the risk that the AI System generates Outputs, or that Outputs are used, which have the effect of discriminating against natural persons or groups based on legally protected characteristics or categories;
- (c) upon delivery of any AI Generated Deliverable to Liberty Global or any Affiliate of Liberty Global, ensure that it is accompanied by a written statement that it is an AI Generated Deliverable;
- (d) in relation to all Liberty Global Data processed by the AI System (including Relevant Inputs and Relevant Outputs), ensure that all such Data is processed in a logically segregated instance of the AI System;

8. WARRANTIES

All Permitted AI Systems

8.1 In relation to each Permitted AI System, Supplier represents and warrants (as at the date of the relevant AI Addendum), and undertakes, that:

- (a) Supplier holds, and at all times during the term will hold, all necessary rights to grant the assignments, and grant or procure the grant of the licences, in each case as are set out or incorporated in these Conditions in relation to the Permitted AI System and Outputs generated by the Permitted AI System;
- (b) the Permitted AI System has been Trained and developed in compliance with all applicable Laws;
- (c) all necessary rights, consents, permissions and licenses have been obtained in relation to the collection and use of the Training Data to Train the Permitted AI System, and to permit Liberty Global (and any Affiliate of Liberty Global and any End Customer) to use Relevant Outputs generated by the Permitted AI System;
- (d) Supplier has taken reasonable steps to ensure that the Permitted AI System has not been Trained using any Training Data that comprises any Restrictive Open Source Software;
- (e) Supplier has taken reasonable steps to ensure that the Training Data has not been licensed on terms that would allow the relevant licensor to assert ownership of any Output, or that would require any Relevant Output to be disclosed or licensed back to the relevant licensor;

- (f) any use of any Relevant Output or AI Generated Deliverable (or component thereof) shall not cause Liberty Global, any Affiliate of Liberty Global, or any End Customer to breach any applicable Law, or infringe any Intellectual Property Rights of a third party when used for any purposes consistent with the scope of the Conditions or the relevant AI Addendum (including for the receipt or use of the Services, Goods and Deliverables);
- (g) Supplier has taken reasonable steps to ensure that the Training Data is accurate, complete, representative, appropriate, generalizable, relevant and up to date in light of the intended purposes of the relevant Permitted AI System;
- (h) the operation of the relevant AI System is sufficiently transparent to enable Liberty Global or any Affiliate of Liberty Global to understand its operation;
- (i) Supplier has taken reasonable steps to mitigate the risk that the relevant Permitted AI System shall not generate any Relevant Output that causes unfairness or discrimination against a class of individuals that is protected under equality or anti-discrimination laws; and
- (j) Supplier is not, nor has it been, the subject of any (a) claim, or (b) Regulatory Process, in each case in respect of a Permitted AI System nor, so far as Supplier is aware, are there any circumstances which are likely to give rise to any such claim or Regulatory Process.

PART 3
DEVELOPMENT OF AI SYSTEMS

9. RESTRICTION ON UNDERTAKING AI DEVELOPMENT SERVICES

Supplier shall not (and shall ensure that its Affiliates and subcontractors shall not) undertake any activities comprised in the development or Training of an AI System in connection with the provision of any Service, Good or Deliverable or its obligations under the Conditions, except to the extent permitted under an AI Addendum and in accordance with this Schedule 1.

10. IDENTIFICATION OF USE CASES FOR DEVELOPED AI SYSTEMS

10.1 Without prejudice to paragraph 9 of this Part 3 of this Schedule 1, if Supplier or Liberty Global identify a use case for an AI System, which would require AI Development Services to implement (a "Proposed Custom AI System"), Supplier shall:

- (a) consult with Liberty Global in relation to such Proposed Custom AI System; and
- (b) if requested to do so by Liberty Global, prepare a draft AI Addendum containing:
 - (i) the nature and scope of the proposed AI Development Services;
 - (ii) the proposed solution for the Developed AI System;
 - (iii) the proposed development plan and delivery roadmap;
 - (iv) any proposed service levels, KPIs, service standards or targets for the Developed AI System;
 - (v) any dependencies or authorisations required by Liberty Global or any Affiliate of Liberty Global;
 - (vi) the estimated costs for the relevant AI Development Services; and
 - (vii) any other matter requested by Liberty Global or any Affiliate of Liberty Global.

10.2 Liberty Global shall have no obligation to accept any draft AI Addendum provided pursuant to paragraph 10.1 of this Part 3 of this Schedule 1 and Supplier shall not commence any proposed AI Development Services until agreed by the parties in an AI Addendum.

11. INDEMNITIES

11.1 Supplier indemnifies and holds Liberty Global harmless, on written demand, against all Losses suffered or incurred by or awarded against any Liberty Global Indemnitee arising from or in connection with any claim by any third Party or regulatory sanction, fine or penalty, in each case arising out of:

- (a) the negligence of Supplier (or any Affiliate, subcontractor or Third Party AI Licensor) in relation to or in the performance of the AI Development Services;
- (b) Supplier's (or any Affiliate's, Subcontractor's or Third Party AI Licensor's) breach of applicable Laws in relation to or in the performance of the AI Development Services;
- (c) the use of any Developed AI Materials or Output generated by a Developed AI System by the relevant Liberty Global Indemnitee,

in each case except to the extent the relevant claim or regulatory sanction, fine or penalty, as applicable, arises from:

- (i) the use of Liberty Global Training Data (which, if such use is by or on behalf of Supplier, is in compliance with the AI Policy Documents and Supplier's obligations under this Schedule;
- (ii) any modification of the Developed AI Materials, or any Output generated by a Developed AI System, by or on behalf of Liberty Global (or any Affiliate of Liberty Global or any End Customer); or
- (iii) the Training of any Liberty Global AI System incorporated in the relevant Developed AI System to the extent such Training took place prior to such Liberty Global AI System being provided to Supplier.

12. TERMINATION

12.1 Liberty Global may terminate the Conditions in part in relation to any AI Development Services immediately on written notice to Supplier if:

- (a) the proposed use of the relevant Approved Custom AI System has, or would reasonably be expected to have, a material and adverse effect on the business or reputation of Liberty Global or any Affiliate of Liberty Global;
- (b) any component (other than a Liberty Global AI System) incorporated or proposed to be incorporated a Developed AI System becomes the subject of any claim or Regulatory Process; or
- (c) a regulator determines that the proposed use of the relevant Approved Custom AI System is unlawful).

12.2 Notwithstanding Clause 11, Liberty Global may terminate the Conditions in part in relation to any AI Development Services for convenience

at any time by giving Supplier not less than thirty (30) days' prior written notice.

13. SUPPLIER OBLIGATIONS

Development process

13.1 Without limiting paragraph 9 of this Part 3 of this Schedule 1, or any terms agreed in any AI Addendum, Supplier shall:

Model development, delivery and deployment

- (a) in respect of each Approved Custom AI System, provide to Liberty Global:
 - (i) a preliminary specification for that Approved Custom AI System (each, an "Initial Model Specification"); and
 - (ii) following Liberty Global's written approval of the Initial Model Specification, a full and detailed specification for that Approved Custom AI System (each, a "Full Model Specification");
- (b) develop an AI System in accordance with the relevant Full Model Specification and applicable AI Policy Documents;
- (c) deploy, install or deliver (as the case may be) each Developed AI System to Liberty Global in accordance with the relevant AI Addendum;
- (d) for each Developed AI System:
 - (i) develop reasonably detailed documentation to enable Liberty Global, any Affiliate of Liberty Global and any End Customer, as applicable, to operate and maintain the relevant AI System including, without limitation, all user, technical and system administrator manuals (the "AI System Documentation"); and
 - (ii) unless otherwise agreed in the AI Addendum, deliver to Liberty Global the corresponding AI System Documentation, model weights, and relevant Training Data the deployment, installation or delivery (as applicable) of the relevant Developed AI System, or as otherwise required in the relevant AI Addendum;
- (e) integrate each Developed AI System with the Liberty Global Systems, in accordance with the relevant AI Addendum;
- (f) notify Liberty Global in writing as soon as practicable on becoming aware of any event or circumstance that may impact the compatibility and interoperability of any Developed AI Materials;

- (g) ensure that each Developed AI System is designed to be compatible and capable of interworking with Liberty Global Systems, including other AI Systems and any systems or services provided by third parties;

Minimal Viable Product

- (h) without prejudice to Clause 4 of the Conditions, in relation to each Developed AI System, create a minimal viable product of that Developed AI System (**MVP**) and then incrementally scale each MVP in stages, in each case, once proof of value is demonstrated as determined by Liberty Global in its sole discretion;
- (i) comply with any changes to the scope, timeline, and pricing of each AI Development Service as may be reasonably requested by Liberty Global, based on the design and MVP outcomes and the development of agreed documented objectives and key results and performance indicators for each Approved Custom AI System;

Quality Assurance

- (j) consult with Liberty Global regularly [and at the milestones set out in the relevant AI Addendum], to identify measures to ensure that each Developed AI System is designed and built with future artificial intelligence advancements in mind;
- (k) implement quality control measures to maintain the integrity of Developed AI Systems throughout the development cycle;
- (l) promptly remedy any defects or errors in the Developed AI Materials identified by or on behalf of Liberty Global;
- (m) incorporate system-based functionality controls within the Developed AI Systems to identify and address instances of hallucination and other operational errors;

Conflicts of Interest

- (n) promptly disclose to Liberty Global in writing any actual or potential Conflict of Interest, together with: (i) a detailed description of the relevant AI System(s); (ii) the nature of Supplier's interest in such AI System(s); (iii) any existing or potential overlap between the AI System(s) and the AI Development Services provided hereunder; and (iv) the steps Supplier proposes to take to manage, mitigate, or eliminate the Conflict of Interest;

Open Source Models

- (o) not incorporate any Open Source Model in the Developed AI System without the prior written consent of Liberty Global;

Informed Selection of Supplier-Originated AI Systems

- (p) prior to finalizing design decisions regarding any Developed AI System: (i) provide Liberty Global with the opportunity and necessary information to evaluate suitable alternative AI Systems, which may include off-the-shelf pre-trained AI Systems or other third party AI Systems customized with a retrieval function or fine-tuning; and (ii) make any necessary adjustments to the Developed AI System to accommodate Liberty Global's decision to use any such alternative AI System;

Training Data

- (q) take reasonable steps to conduct all necessary checks and implement measures to identify, manage, and mitigate the risk of violating applicable Laws during the selection, evaluation, and use of Training Data in the provision of the AI Development Services;
- (r) comply (and ensure that all Affiliates of Supplier and subcontractors comply) with the AI Policy Documents and applicable Laws in connection with its (and its Affiliates' and subcontractors', as applicable) use of Training Data [and Liberty Global Training Data] in the performance of AI Development Services;
- (s) ensure that all Training Data and Liberty Global Training Data used in the performance of AI Development Services is accurate, complete, representative, appropriate, generalizable, relevant and up to date in light of the intended purposes of the relevant Developed AI System;
- (t) ensure that no Training Data is licensed on terms that would allow the relevant licensor to assert ownership of any Output, or that would require any Output to be disclosed or licensed back to the relevant licensor;

Oversight

- (u) consult with Liberty Global (and any third party designated by Liberty Global) during the design and Training of Developed AI Systems to ensure compliance with these Conditions, AI

Policy Documents, applicable Laws, and relevant AI Addendum;

Portability of technology

- (v) design any Developed AI System in a modular and flexible manner to facilitate the easy replacement or upgrade of the underlying model comprised in the AI System, as may be elected by Liberty Global, including through the use of standard interfaces, protocols, and formats, and the separation of core logic and functionality from the specific implementation details of the relevant underlying model;
- (w) record and retain all information relevant to the development of the Developed AI System, including: (i) system design choices and rationales; (ii) development and customization methods; (iii) Training Data and Liberty Global Training Data (if applicable); (iv) evaluation of the performance, quality and security of the AI System; (v) any Outputs and feedback generated by the Developed AI System; and (vi) any other Data required to be recorded under applicable Law, in each case, in a format and manner as may be required under applicable Law;

Compliance

- (x) provide the AI Development Services, and deploy and make available each Developed AI System, in compliance with all applicable Laws, the relevant AI Addendum and the AI Policy Documents;
- (y) maintain and provide any information (including Transparency Information) or other assistance and cooperation reasonably requested by Liberty Global to enable Liberty Global, any Affiliate of Liberty Global, or any End Customer to comply with applicable Laws in connection with any AI Development Services, AI Developed Materials and any Outputs generated by a Developed AI System;
- (z) ensure that each Developed AI System is capable of maintaining [[a list][an encrypted list] of all Inputs inputted by users into, and corresponding Outputs produced by, the Developed AI System;
- (aa) take reasonable steps to ensure that the operation of the relevant AI System is sufficiently transparent to enable Liberty Global or any Affiliate of Liberty Global to understand its operation;
- (bb) take reasonable steps to mitigate the risk that the relevant Developed AI System

- generates an Output that causes unfairness or discrimination against a class of individuals;
- (cc) immediately notify Liberty Global if Supplier (or any Affiliate of Supplier, Third Party AI Licensor or Subcontractor, as applicable) becomes:
 - (i) the subject of any claim or Regulatory Process, in each case, in relation to the AI Development Services or any Developed AI Materials; or
 - (ii) aware (or ought reasonably to have been aware) of any material risks arising from the development or use of any Developed AI System or any Outputs generated by a Developed AI System;

Security and configuration

- (dd) ensure that each Developed AI System does not include, and is not Trained using, any Restrictive Open Source Software; and
- (ee) ensure that each Developed AI System is configured such that:
 - (i) no Output it generates contains any Restrictive Open Source Software, virus, or any other form of harmful or malicious code; and
 - (ii) where applicable, it does not generate any Output that reproduces any substantial portion of any element of Training Data in which subsists the Intellectual Property Rights of any third party, the reproduction and use of which by Liberty Global (or any Affiliate of Liberty Global or End Customer) has not been licensed.

Run-Phase requirements

- 13.2 Without limiting paragraph 9 or any terms agreed in any AI Addendum, Supplier shall provide the Support Services and RAG Services, as applicable, described in the relevant AI Addendum.

14. WARRANTIES

- 14.1 In relation to the AI Development Services and Developed AI Materials, Supplier represents and warrants (as at the date of the relevant AI Addendum), and undertakes, that:
 - (a) Supplier holds, and at all times during the term will hold, all necessary rights to grant the assignments, and grant or procure the grant of the licences, in each case as are set out or incorporated in the Conditions in relation to the Developed AI Materials (other than any Liberty Global AI Systems and Liberty Global Training Data);
 - (b) all necessary rights, consents, permissions and licenses have been obtained in relation to the collection and use of the Training Data [(other than any Liberty Global Training Data)] to Train each Developed AI System, and to permit Liberty Global (and any Affiliate of Liberty Global and any End Customer) to use Outputs generated by the Developed AI System;
 - (c) Supplier is not, nor has it been, the subject of any (a) claim, or (b) Regulatory Process in each case in relation to any AI System (other than Liberty Global AI Systems), nor, so far as Supplier is aware, are there any circumstances which are likely to give rise to any such claim or Regulatory Process.

APPENDIX 1

FORM OF AI ADDENDUM

This AI Addendum is effective on and from _____.

1. Relevant AI Use Case *[tick all that are relevant:]*

☐ Direct Access Use Case

☐ Indirect Access Use Case

☐ AI Development Services

Direct Access and Indirect Access Terms *[Note: do not populate if not relevant]*

2. Permitted AI System: *[identify the Permitted AI System here, with sufficient detail to ensure there is no confusion as to what model / version / product is in scope. Refer to relevant documentation listed below if appropriate]*

3. Permitted Purpose: *[describe the use-case and permitted purpose for which the Permitted AI System may be used for the provision of the Services or Goods. In particular consider if any additional terms are required in the context of any retrieval augmented generation (RAG).]*

4. Relevant documentation: *[List and append any relevant documentation/user manuals/rules/instructions or other documents describing the AI System / infrastructure / configuration]*

AI Development Services Terms *[Note: do not populate if not relevant]*

5. Scope of AI Development Services *[describe nature of the development services, including extent of role in pre-training, fine-tuning, integrating RAG, etc., as well as nature of each party's roles and responsibilities. To include scope of any responsibilities of Supplier in relation to vetting and cleansing Liberty Global Training Data for model development – if so, implications of this for liability allocation to be addressed in special terms]*

6. Proposed AI System *[describe the architecture of the system, including any proposed third party models, training datasets to be used, scope of pre-training and fine-tuning, whether the AI System will incorporate RAG or RAFT; etc., as well as details of intended use case.]*

7. Development plan and milestones *[describe development and delivery roadmap together with milestones – where there is a separate testing & acceptance procedure, project plan, or software development SOW, refer to that]*

8. Integration plan *[describe any integration of the Developed AI System with Liberty Global Systems, as applicable]*

9. KPIs / service levels *[describe any service levels or performance indicators / benchmarks for the AI System]*

10. LG Training Data *[describe if any Liberty Global Data will be used to Train or develop the relevant AI System and, if so, any special terms for Supplier's role / responsibilities in relation to that Liberty Global Data (e.g. data cleansing, vetting for outliers / bias, plagiarism or other IP infringement checks)]*

11. **Dependencies** *[describe any dependencies on LG to perform the services]*
12. **Support Services** *[describe if Supplier is hosting / maintaining / supporting the relevant Developed AI System, including details of relevant services, availability metrics, enhancements, patches, incident response and other service levels, etc.]*
13. **RAG Services** *[describe if the design of the Developed AI System includes integration of a retrieval function]*

General

14. **Supplier Warranties:** In relation to any and all use and deployment of a Permitted AI System and/or (as applicable) performance of AI Development Services under this AI Addendum, the Supplier represents and warrants to Liberty Global that:
- (a) *[include any additional specific warranties]*
15. **Additional terms:** In relation to the Permitted AI System(s) and/or (as applicable) the AI Development Services the subject of this AI Addendum, the following terms apply in addition to those set out in this Agreement **Error! Reference source not found.:**
- (a) *[include any additional special terms that apply, ensuring to expressly disapply any clauses over which these special terms are to prevail]*
16. **Commercial terms** *[commercial terms with respect to Supplier's use of Liberty Global Data for AI services / development, which may include one-off or recurring licence fees, or royalties, being payable to Liberty Global]*
17. **[Data processing:]** In relation to any and all use and deployment of a Permitted AI System under this AI Addendum and/or (as applicable) any AI Development Services described in or performed under or in relation to this AI Addendum, the terms set out in Schedule 2 apply to the processing of personal data in connection with *[add reference to relevant processing activities / description]*.
18. **Signature on behalf of Liberty Global:** _____
19. **Signature on behalf of Supplier:** _____

SCHEDULE 2

IT AND LG DATA SECURITY, DATA PROTECTION

1. IT Security.

1.1 In supplying the Goods, Services or Deliverables, the Supplier shall in accordance with Good Industry Practice:

- (a) take all necessary steps (and ensure that its personnel take all necessary steps) to: (i) ensure that no computer viruses, trojan horses, malware or other destructive, disruptive or nuisance computer programs (each a "Virus") is contained in or affects the Goods or Deliverables as at the date of delivery by the Supplier to Liberty Global of such items; and (ii) prevent any Viruses being introduced via the Supplier's Systems into Liberty Global Group's Systems; and
- (b) use the current release of recognised market leading Virus detection software.

2. LG Data and Data Security.

2.1 The Supplier shall, in accordance with Good Industry Practice:

- (a) not use or reproduce LG Data in whole or in part in any form except as expressly permitted by Liberty Global in accordance with the Purchase Order or relevant SoW;
- (b) implement and maintain appropriate security procedures designed to secure LG Data against accidental or unlawful loss, access or disclosure in its collection, receipt, transmission, storage, disposal, use and disclosure of such data and take all precautions necessary to preserve the integrity of LG Data;
- (c) maintain reasonable security, protection and backup of LG Data which may include routine archiving and the use of encryption technology to protect against unauthorized access;
- (d) have in place, at a minimum physical, technical, administrative, and organizational measures and safeguards that provide for and ensure: (i) protection of business facilities, paper files, servers, computing equipment, and backup systems containing LG Data; (ii) network, application (including databases) and platform security; (iii) business systems designed to optimise security and proper disposal of LG Data in accordance with the terms of the Purchase Order or relevant SoW; (iv) secure transmission and storage of data with 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; (vii) training to personnel on how to comply with Supplier's physical, organizational, technical, and administrative information security safeguards and confidentiality obligations; (viii) storage limitations such that LG Data resides only on servers located in data centres that comply with industry standard data centre security controls, and restrictions to ensure that its personnel do not place any LG 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 LG Data) during storage, manipulation, and dissemination and processes that secure data (including the LG Data) during system or network changes; and (x) routinely reviewing and updating network technology, anti-virus programs, backup systems, and other technological security systems; and

- (e) restrict access to LG Data only to those of its personnel who have a need to know and procure that no unauthorised third party will, as a result of any act or omission of the Supplier or its personnel, obtain access to any LG Data or any information forming part of or being used in connection with the provision of Goods, Services or Deliverables; and
- (f) not use, reproduce or exploit (for its own commercial benefit or the commercial benefit of any other person) any LG Data in whole or in part in any form (including but not limited to using or permitting LG Data to be used in aggregated data collections or for other uses unconnected with the provision of the Services, or using any statistical data which may be drawn from the LG Data) except as expressly permitted by Liberty Global. The Supplier shall hold any LG Data solely for the benefit of Liberty Global, or any Service Recipient (as applicable) in accordance with this Agreement and the relevant Statement of Work;

2.2 For the avoidance of doubt, the Supplier's obligations under this paragraph 2 are in addition to its obligations under paragraph 3.

2.3 Where there has been any breach or where the Supplier suspects there has been a breach of this paragraph 2, the Supplier shall inform Liberty Global immediately via tpsa@libertyglobal.com and the Supplier shall cooperate with Liberty Global in the handling of the matter, including, without limitation obtaining and making available to Liberty Global all relevant records, logs, files, data reporting and other materials required to comply with applicable Law, industry standards or Liberty Global's reasonable request.

3. Data Protection.

3.1 This paragraph 3 applies where, under or in connection with the provision of Goods, Services or Deliverables, the Supplier (acting as a Data Processor) or any of its permitted subcontractors generates, receives or otherwise processes personal data on behalf of Liberty Global (in its capacity as a Data Controller). Terms defined in the GDPR have the same meanings when used in this paragraph 3.

3.2 The Supplier shall, at all times, comply with (and not cause Liberty Global to be in breach of) the Data Protection Laws in relation to Personal Data processed by it under any Purchase Order or SoW.

3.3 Without limiting paragraph 3.2 the Supplier warrants, represents and undertakes to Liberty Global that:

- (a) it shall only process the Personal Data in accordance with this paragraph 3 and the documented instructions of Liberty Global and as is reasonably necessary to provide the Goods, Services or Deliverables in accordance with the Purchase Order and relevant SoW;
- (b) it shall not engage any other party to process the Personal Data (a "Sub-Processor") without Liberty Global's prior written consent and it shall only engage such approved Sub-Processor by entering into a legally binding written contract imposing obligations on the Sub-Processor which are (at least) equivalent to those imposed on the Supplier in this paragraph 3, provided that if the Sub-Processor fails to fulfil its data protection obligations (including compliance with the terms of this paragraph 3) the Supplier shall remain fully liable to Liberty Global for the performance of the Sub-Processor's obligations;
- (c) it shall not transfer any Personal Data to a country or territory outside the European Economic Area / UK without first obtaining Liberty Global's prior written consent and provided one of the following conditions has been met:
 - (A) there has been a finding of adequacy by the European Commission and/or the UK Secretary of State pursuant to Article 45 of the GDPR or sections 17A and 17B of the UK Data Protection Act 2018, as applicable, in respect of that country or territory; or
 - (B) the transfer is subject to standard data protection clauses or binding corporate rules as appropriate safeguards in accordance with Article 46 of the GDPR, provided the conditions for use of such safeguards are met, including but not limited to performing a transfer impact assessment; or
 - (C) the Supplier has entered into a data transfer agreement in respect of the Personal Data with the relevant importing entity incorporating the Standard Contractual Clauses for International Transfers meeting the requirements of Data Protection Legislation, provided the conditions for use of those clauses are met, including but not limited to performing a transfer impact assessment; or
 - (D) where the Supplier is based and processes Personal Data in a Third Country, Liberty Global as "data exporter" and Supplier as "data importer", as appropriate, hereby enter into a data transfer agreement incorporating by reference the Standard Contractual Clauses for International Transfers (including, if applicable, the UK International Data Transfer Addendum thereto), as may be replaced from time to time, in respect of any restricted transfer from such "data exporter" to that "data importer", taking effect on commencement of the transfer to which it applies and for these purposes:
 - (1) "MODULE 2: Transfer controller to processor" applies where Liberty Global or the Additional Data Controller is acting in its own right as the exporting

Data Controller, and Supplier is acting as the importing Data Processor;

- (2) "MODULE 3: Transfer processor to processor" applies where Liberty Global is acting as the exporting Data Processor on behalf of the Additional Data Controller; and Supplier is acting as the importing Data Processor.
- (3) with Annex 1 of the Standard Contractual Clauses for International Transfers incorporating those processing operations as defined in the SOW or otherwise agreed in writing between the parties and Annex 2 of the Standard Contractual Clauses for International Transfers incorporating the technical and organizational measures as set out in the SOW (Technical and Organisational Measures).
- (d) the Supplier warrants that, when transferring any Personal Data to a third country as a data exporter under Article 46 of the GDPR, it shall
 - (i) perform a transfer impact assessment ("TIA");
 - (ii) only transfer Personal Data if the outcome of such TIA shows that the transferred Personal Data will be afforded a level of protection in the third country that is essentially equivalent to that guaranteed in the EEA;
 - (iii) monitor the developments in the relevant importing third country that could affect the initial assessment and
 - (iv) inform Liberty Global of any relevant developments and/or any other changes that could affect the initial assessment and/or the transferred Personal Data. The Supplier shall make such TIA's available to Liberty Global on request in a timely manner.
- (e) the Supplier shall cooperate with any reasonable requests from Liberty Global to implement any recommendations or guidance from the regulators or any other steps deemed necessary by Liberty Global to ensure an essentially equivalent level of protection to the Personal Data that is transferred to any Third Country, including but not limited to cooperating with a transfer impact assessment, as well as implementing any appropriate supplementary measures as requested by Liberty Global. The foregoing shall take into account the practicality, state of the art, the implementation and the nature, scope, context and purposes of processing. The Supplier shall suspend the data transfer if Liberty Global considers that no appropriate safeguards for a transfer can be ensured.
- (f) it shall maintain data secrecy in accordance with applicable Data Protection Laws and shall ensure that:
 - (i) access to Personal Data is only given to those Supplier personnel and personnel of the Supplier's approved Sub-Processors, that really need to have access to Personal Data; and
 - (ii) such personnel are subject to appropriate obligations of confidentiality in accordance with applicable Data Protection Laws and at all times act in compliance with Data Protection Laws and the obligations of this paragraph 3;

- (g) it shall at all times have in place (and comply with) all appropriate technical and organisational measures to protect the processed Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access or other unauthorised processing. Such measures shall ensure best practice security, be compliant with Data Protection Laws at all times and comply with the Security Measures;
 - (h) it shall provide Liberty Global with such assistance and co-operation as Liberty Global may reasonably request to enable Liberty Global to comply with its obligations under Data Protection Laws and cooperate with the competent authorities in relation to Personal Data processed by the Supplier, including, but not limited to, assisting Liberty Global: (A) by taking appropriate technical and organisational measures, insofar as is possible, to respond to requests from data subjects for access to or rectification, erasure or portability, or restriction of or objection to processing, of processed Personal Data (but the Supplier shall not respond to any such request except with Liberty Global's prior written consent); and (B) in ensuring compliance with Liberty Global's security, data breach notification, impact assessment and data protection or data privacy authority consultation obligations under Data Protection Laws, taking into account the information available to the Supplier.
- 3.4 The Supplier shall notify Liberty Global as soon as possible and as far as it is legally permitted to do so, of any access request for disclosure of data which concerns Personal Data (or any part thereof) by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction. The Supplier shall, to the extent legally permitted, not disclose any Personal Data in response to such request served on the Supplier without first consulting with and obtaining the written consent of Liberty Global.
- 3.5 The Supplier shall promptly and without undue delay give written notice to Liberty Global via tpsa@libertyglobal.com, with reasonable details, if it becomes aware of, or comes to have reasonable grounds to suspect, the occurrence of any personal data breach or other incident prejudicing, or revealing a weakness in, the security of the processed Personal Data while in its possession or under its control (a "Data Breach"). In relation to any Data Breach, the Supplier shall at its own cost (i) take all reasonable steps to identify and correct the underlying cause of the Data Breach so as to eliminate or minimise the risk of its repetition and the occurrence of similar Data Breaches; (ii) take such steps as Liberty Global may request to assist in addressing the adverse consequences for Liberty Global of, and complying with Liberty Global's obligations under Data Protection Laws in relation to, the Data Breach; and (iii) report to Liberty Global promptly and at regular intervals, on these steps and their results.
- 3.6 The Supplier shall make available to Liberty Global all information necessary in connection with, and shall contribute to, all reasonable audits, including inspections, conducted by Liberty Global or its mandated auditor, to demonstrate the Supplier's

compliance with this Schedule and Data Protection Laws.

- 3.7 At the end of the provision of the Goods, Services or Deliverables or earlier upon request of Liberty Global, the Supplier shall cease all use of Personal Data and, at Liberty Global's election, irrevocably delete, destroy, or transfer (in a mutually agreed format and by a mutually agreed method) to Liberty Global (or a third party nominated by Liberty Global) all Personal Data and copies thereof in its possession (unless European Union, EU Member State or UK law requires the Supplier to store the Personal Data). The deletion and/or destruction thereof are to be documented in a suitable manner and evidenced to Liberty Global.
- 3.8 The Supplier shall indemnify Liberty Global against all costs, claims, demands, fines, awards, expenses (including legal costs and disbursements), losses (including direct and indirect losses and loss of profits), actions, proceedings and liabilities of whatsoever nature suffered or incurred by any member of the Liberty Global Group in connection with any failure of the Supplier or any third party appointed by the Supplier to comply with the provisions of this Schedule and/or Data Protection Laws in respect of its processing of Personal Data.
- 3.9 The Supplier shall not acquire any rights (including any retention rights) in the Personal Data processed by it or any of its Sub-Processors.

4. Additional Definitions.

For the purpose of this Schedule, the following words and phrases shall have the following meaning unless the context otherwise requires:

"Data Protection Laws" means all applicable Laws, rules and regulations on data protection, data privacy, or relating to the processing of personal data and privacy, including without limitation, the European Union's General Data Protection Regulation ("GDPR");

"Good Industry Practice" means, in relation to any undertaking and any circumstances, the exercise of the skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person under the same or similar circumstances;

"LG Data" means any data, information, drawings, specifications or other material (in whatever form and on any medium) relating to the Liberty Global Group or their customers, suppliers or personnel which is: (i) supplied or made available to the Supplier or its and its subcontractors' personnel by or on behalf of the Liberty Global Group; (ii) obtained by, or in possession or control of, the Supplier or its and its subcontractors' personnel for the purposes of enabling the provision of the Goods, Services or Deliverables or fulfilling its obligations under the Purchase Order; or (iii) created, generated, transmitted, stored or processed by the Supplier or its and its subcontractors' personnel in connection with providing Goods, Services or Deliverables;

"Security Measures" means Liberty Global's security policies and measures (including IT policies and measures) for the protection of Personal Data issued to the Supplier by Liberty Global from time to time;

"Personal Data" means all personal data, in whatever form or medium which is: (i) supplied, or

in respect of which access is granted to the Supplier (or any approved third party) whether by Liberty Global or otherwise in connection with any Purchase Order or relevant SoW, or (ii) produced or generated by or on behalf of the Supplier (or any approved third party) in connection with any Purchase Order or relevant SoW; and

"Systems" means communication systems, computer programs, software, computer and communications networks, hardware, firmware, servers, devices, cabling and related equipment, databases the tangible media on which they are recorded and their supporting documentation.