

# GENERAL TERMS & CONDITIONS



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STN STORITVE D.O.O., Kidriceva ulica 22a, 1233 Dob, Slovenia.



## SERVICE GENERAL TERMS & CONDITIONS

These General Terms and Conditions (these “**General Terms**”) contained herein are an integral part and incorporated into any Service Order executed between Customer and STN and shall apply to all Services ordered by Customer from STN. Certain services may have additional specific terms and conditions apply. Any deviation from these General Terms must be explicitly stated in the Service Order; in the event of a conflict between the provision of documents, the order of precedence shall be (i) the Service Order, (ii) any specific terms and conditions, and (iii) these General Terms.

For the purposes of the Agreement, these terms shall have the following meanings:

“ <b>Affiliates</b> ”	means any and all entities which directly or indirectly controlling, controlled by or under common controlled with such Party, and all officers, directors, employees, agents, partners and shareholders of such Party or such entities; “control” means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such entity, whether through the ownership of voting securities, appointment of directors or by contract or otherwise.
“ <b>Agreement</b> ”	means the Service Order together with these General Terms and any other specific terms and conditions (if applicable).
“ <b>Charges</b> ”	means the Monthly Fee and/or any amounts due pursuant to an Agreement or otherwise payable to STN.
“ <b>Content</b> ”	means any audio and/or audio-visual linear and non-linear content and its associated rights, text, graphics, images, audio, subtitles, and metadata files, or any other content delivered to Customer to STN for distribution, including all trademarks, brands or other material included in such content.
“ <b>Customer</b> ”	means any person or entity which enters into an Agreement with STN.
“ <b>STN</b> ”	means STN STORITVE, telekomunikacije d.o.o., a limited liability company under Slovenian law with legal seat in Dob, Slovenia, together with any of its Affiliates.
“ <b>Party</b> ” or “ <b>Parties</b> ”	means STN and/or Customer.
“ <b>Platform</b> ”	any CTV platform, OTT platform, internet platform or mobile app, used by the STN for distribution of the Content.
“ <b>Service Order</b> ”	any service agreement, service order and/or other binding document executed between Customer and STN for provision of Service by STN, including any exhibits thereto.
“ <b>Services</b> ”	any and all media technical, management and/or distribution services, as set forth in the Agreement.

### 1. PROVISION OF THE SERVICES.

- 1.1. Customer engages with STN for the provision of the Services set forth in the Service Order, in accordance with the terms of the Agreement. STN shall exercise utmost skill and care when providing the Services.
- 1.2. In the event that Customer wishes to introduce a change, it shall request the prior written consent of STN. After analyzing the request and in the event of agreement, STN shall make the changes requested. Depending on the nature of the changes, new technical and commercial conditions may be drafted in a



supplement to this Agreement. STN reserves the right to modify means used for the transmission of signals without prior authorization of the Customer, should those changes have no consequence on the service provided.

- 1.3. Customer shall be responsible at its own cost to bring its Content (whether by signal and/or media files) to the reception demarcation point defined in the Agreement, and the Customer is solely responsible for the conformity of the signal and/or media files with all the technical standards set forth in the Agreement.
- 1.4. STN may have access to the Content to verify the successful transmission of the signal and STN must use its best endeavors to ensure that its access to the Content does not interfere with access to the Content by customers of the Customer.
- 1.5. Customer accepts that STN is free to determine, at its sole discretion, the method by which it will provide the Services. Without prejudice to the generality of the foregoing, Customer accepts that in connection with the performance of the Services, STN has the right to amend any technical configuration at any time subject to it does not reduce the quality of Customer's Content or it does not incur any additional cost to Customer. In addition, it is agreed that the Services may be relocated to an alternative satellite, transponder, frequency, or any other carrier modulation parameters may be changed in the event that the satellites organization perform changes with the satellite utilized in connection with the provision of the Services. STN will use best commercial efforts to provide prompt notice of any such changes and to minimize the effects on the Services.
- 1.6. In the event that any regulatory or governmental authority or any service provider that provides STN with access to its satellite, fiber, internet or other telecommunications infrastructure for the purpose of the Agreement, requests STN to suspend or terminate the Service for any reason relating to Customer or the Content, Customer agrees that STN will comply immediately with that request and that STN will have no liability of any kind whatsoever to Customer in connection with the foregoing. STN agrees that it shall inform Customer immediately of said event and shall try to jointly solve/rectify problem on best effort basis.
- 1.7. Customer acknowledges that STN has no control over applicable foreign administration or third-party carrier's rules and conditions pertaining to international telecommunications services. Accordingly, Customer agrees that STN shall not be liable for any loss or damages sustained by Customer, its interconnecting carriers or its end users due to such rules and conditions or to any failure in or breakdown of the communication facilities associated with providing the Services, for any interruption or degradation of the Services, whatsoever shall be the cause or duration thereof arising under the Agreement.

## **2. CUSTOMER WARRANTIES AND OBLIGATIONS**

- 2.1. Customer represents and warrants that it is a corporation duly registered and has full authority to enter into the Agreement.
- 2.2. The Customer is responsible for the following:
  - 2.2.1. To ensure collaboration between its personnel and the STN's representatives or personnel assigned for the provision of the Service (including, without limitation, in relation to equipment installation, identification of faults and troubleshooting)
  - 2.2.2. To inform STN on any breakdown of the Customer's equipment which can cause the Content signal at STN getting out of order, within one (1) hour from the occurrence of such breakdown or malfunction and to take the measures reasonably available to it to limit the breakdown or malfunction.
- 2.3. The full responsibility for the Content supplied by the Customer to STN for transmission rests with the Customer. The Customer represents that it holds all necessary rights in, and/or has a license to use and distribute, the Content as provided under the Agreement. The Customer will provide copies of the required



licenses to STN upon request.

- 2.4. The Customer acknowledges that it has checked that the Service suitability to its needs and that it received from STN all the information and advice that it needed before deciding to subscribe to the Service.
- 2.5. In case the Services include uplink to a satellite of unencrypted signals Customer represents and warrants that the Content have a broadcast license issued by a competent governmental authority authorizing Customer to obtain the Services hereunder. The Customer is solely responsible to obtain all licenses and permits (including without limitation intellectual property licenses and rights) required in order to provide the
- 2.6. Services in any applicable jurisdiction.
- 2.7. Subject to the terms of the Agreement, Customer hereby appoints STN and/or its Affiliates (as required for the provision of the Services), to act as the Customer's distributor throughout the Term for the purpose of distributing the Content.
- 2.8. Customer shall use the Service in accordance with all applicable laws and regulations and will not use the Service, or permit use of the Service, for any unlawful purpose, including violation of laws governing the Content at the Service location. If Customer's non-compliance with the preceding sentence results in or may reasonably result in the institution of criminal proceedings, or administrative proceedings that may result in sanctions or other non-monetary remedies, against STN or any affiliates, STN may take actions it reasonably believes necessary to ensure compliance with law, including suspension or restriction of Service.
- 2.9. Without limiting the generality of this Section 2, to the extent applicable, Customer agree to assume and be responsible for obtaining all necessary rights and clearances from, and making corresponding full and timely payments to, collecting societies or other similarly situated entities responsible for the administration and collection of royalties on a collective basis with respect to: (i) communication to the public rights in musical compositions embodied within the Content; and (ii) in jurisdictions in which reproduction rights are administered and collected on a collective basis and not cleared for individual productions or services in keeping with the industry practice for such jurisdictions, the reproduction rights of musical compositions embodied within the Content.
- 2.10. Customer guarantees to STN that its Content will not breach: (i) any act or regulation of any jurisdiction to which Content is transmitted to, including, without limitation, such laws pertaining to copyright and/or other intellectual property rights, privacy, slander, defamation, obscenity or racism; (ii) any guideline for television or video program content or distribution issued by any competent authority in any jurisdiction in which the Content is transmitted to; or (iii) rules relating to content issued by the satellite service provider or carrier.
- 2.11. For the avoidance of any doubt, it is hereby clarified and acknowledge by Customer that in the event that the Service is actually not provided by STN due to (i) the fact that no signal/black video/freeze frame/audio loss/other interruption occurs prior to the signal properly reach demarcation point A (as stated in the Service Order), or (ii) due to corrupted file based program material received from Customer, the Customer shall not be relieved from any of its obligations under the Agreement, including but not limited to, payment of the Charges nor will STN be held liable for any loss.

### 3. PAYMENT TERMS.

- 3.1. In consideration of the provision of the Services by STN, Customer shall pay STN the Charges, including the monthly fee as set forth in the Agreement ("**Monthly Fee**").
- 3.2. STN shall submit to Customer an invoice for the Charges under each and all currently outstanding Agreements. The invoice shall be submitted to Customer on a monthly basis, and Customer shall pay the invoiced amount within 14 days of the respective invoice issue date, and in anyway at least 7 days prior to the respective month in which the Services are to be provided (e.g., February service month invoice to be issued on January 1<sup>st</sup> and paid by customer before January 14<sup>th</sup>). The absence or delay of an invoice will not affect Customer's obligation to pay on time in accordance with this section.



- 3.3. In order to ensure the payment of the Monthly Fee(s), upon execution of each Agreement, Customer shall pay to STN a deposit in the amount of one Monthly Fee or as otherwise set forth in such Agreement (“**Deposit**”). Any Deposit of Customer may be applied to cover any overdue amount(s) for any Service provided to Customer. STN receipt of the Deposit is a precondition for the provision of the Services to Customer, and Customer shall be required to complete the amount of Deposit (as set forth in the Agreement) in the event that any portion of such Deposit was applied to cover Customer’s debts.
- 3.4. Subject to Customer’s compliance with its payment obligations, upon termination or expiry of the Agreement, the Deposit shall be credited against any Customer’s payments owed to STN, and any surplus amount shall be returned to Customer within 30 days. If STN is unable to return the Deposit to Customer (after having used its reasonable efforts to do so), and Customer fails to claim the Deposit within the first twelve (12) months following termination or expiry of the Agreement to which the Deposit applies, Customer

shall be deemed to have forfeited the Deposit, which STN shall be entitled to keep upon such forfeiture.

- 3.5. Payments by Customer shall be made by bank wire transfer to STN’s bank account, in the amount and currency all as detailed in the respective invoice or Agreement. Each Party shall bear its own bank fees.
- 3.6. STN shall be entitled to set off any amounts it may owe to Customer under the Agreement against the Charges or any other amount which Customer owes to STN under the Agreement (which shall not derogate from any right of STN to the rest of the amounts it is entitled to from Customer). Customer shall have no right to set off any credit or amount whatsoever without STN’s prior written consent, and shall pay all Charges free and clear of any restriction, condition, or deduction.
- 3.7. In no event shall STN be liable for any amounts which Customer is unable to collect for usage on its network, from its customers, end users or others, and such inability shall not affect payment of the Charges.
- 3.8. All amounts due hereunder to STN by Customer that are not paid when due shall accrue annual interest rate, compounded on a monthly basis until paid in full, at the higher of (i) EURIBOR+10% for amounts in EURO and LIBOR+10% for amounts in USD, or (ii) the highest rate permitted by law.
- 3.9. It is hereby clarified that, other than the Deposit (which shall be payable to Customer upon termination of the Agreement) and credit as per Section 7.2 below, STN shall not refund or pay to Customer any amounts paid to it for Services under the Agreement.

#### 4. TAXATION.

- 4.1. All prices and Charges under the Agreement are net of tax, and have been quoted exclusive of any taxes or withholding tax, including VAT, sales taxes, turnover taxes or levies imposed by any authority, government or government agency or any comparable taxes, relating to the Agreement (collectively, “**Taxes**”).
- 4.2. Except for income taxes imposed directly on STN or any of its Affiliates in its place of establishment, any Taxes shall be solely borne by Customer who will pay them to the relevant tax authorities within the time limit allowed under the applicable law. As a consequence, the amount to be paid to STN shall in all cases be equal to what STN would have received if none of the Taxes had been deducted, withheld or paid for by Customer. Where STN is to be liable by law for the payment of VAT or any Taxes, the amount of such Taxes would be invoiced by STN to Customer and borne by Customer in addition to the prices agreed upon in this Agreement.
- 4.3. In the event that any Taxes have been paid by Customer on behalf of STN, Customer shall deliver to STN an original version of the receipt issued by the competent authority in relation to the payment of any Taxes in connection with the Agreement, within the 30 days following such payment. In case a double tax treaty would provide for a reduced tax rate or a tax exemption, STN agrees to furnish as soon as possible, and in advance of any payment, all documentation contemplated for the application of the treaty.



## 5. TERM AND TERMINATION.

- 5.1. The initial term of each Agreement shall be set forth in the Service Order (“**Initial Term**”). Upon expiration of the Initial Term, the Agreement (including the Service Order) shall automatically renew for consecutive terms of one (1) year each, or such other period as shall be specifically stated in the Agreement (“**Renewal Term**” and together with the Initial Term, the “**Term**”), unless one of the Parties provides a 30 days’ prior written termination notice to the other Party.
- 5.2. In the event of a difference between the start date stated in the Agreement and the actual start date, the later shall prevail and considered as the Agreement contractual start date.
- 5.3. In the event that the actual start date of the Service is delayed by more than 3 weeks due to Customer not fulfilling its obligations or meet the technical (or other) requirements as specified in the Agreement, then Customer shall not be relieved of any of its duties with respect to timely payments as specified and defined in the Agreement, regardless of whether the Service has started or not.
- 5.4. STN shall be entitled to interrupt the Services and/or terminate any applicable Agreement, at STN’s

discretion, without liability to Customer, immediately upon notifying Customer, in the following events:

- 5.4.1. Customer is in breach of any of its obligations and/or warranties contained in the Agreement that was not cured within seven (7) days from the date on which Customer was notified by STN in writing of such breach, including, without limitation, Customer’s payment obligations.
- 5.4.2. Customer becomes insolvent or ceases paying its debts generally as they mature and/or if bankruptcy proceedings, or similar proceedings under bankruptcy laws, are initiated by or against Customer and/or a receiver or trustee is appointed over the business and/or property of Customer.
- 5.4.3. Customer is in breach of any of its obligations and/or warranties which relate to license and compliance of the Content.
- 5.4.4. Any change of control or material change of ownership, including nationalization, of Customer.
- 5.5. In the event of jamming by a third party occur on the relevant STN transponder. STN shall attempt to provide an alternative solution for the Service. However, in the event that STN is unable to find an alternative solution and provide the Service, STN shall have the right to declare the Agreement null and void, and cease provision of the Service without further obligation, duty or liability to the Customer.
- 5.6. Customer recognizes that the pricing for the Services is based upon the completion of the Term of each Agreement and as such, in the event of early termination of any Agreement for any reason attributed to Customer, *inter alia* in accordance with Section 5.3 above, prior to the expiration of the applicable Term, Customer acknowledges and agrees to pay a cancellation penalty equivalent to 100% of the remaining Monthly Fees due from the date of termination until the end of the applicable Term.
- 5.7. STN shall have the right to terminate any Agreement or specific Service, without liability to Customer, on account of such termination, at any time, in the event that STN received a request to terminate the Services from the satellite service provider, carrier and/or any regulatory or governmental authority, or in the event that STN’s lease of the capacity or regulatory permits required are terminated for any reason out of STN’s reasonable control.
- 5.8. Expiry or early termination of any certain Agreement (i) shall not release either Party from any obligation or liability incurred prior to such termination (including Customer’s payment obligation), and (ii) shall not affect in any way or form each of the Party’s obligations under the Agreement and/or with respect to any other Service.
- 5.9. Upon expiry or early termination of the Agreement, the Customer shall cease, and cause its customer(s) to



cease, all transmissions and use of the Service. STN shall be entitled, *inter alia*, to discontinue the provision of the Service by all technical and operational means, upon expiry or early termination of the Agreement. In the event of non-compliance by the Customer with the foregoing, and without prejudice to any other damages, STN shall be entitled to require that the Customer pay a penalty in an amount equal to two (2) times the pro rata Monthly Fee or any applicable service Charges for each twenty-four (24) hour period during which the Customer continues to use the Service in whole or in part after expiry or early termination of the Agreement. This payment shall be applied pro rata to any period that is less than twenty-four (24) hours.

## 6. PERMITTED INTERRUPTIONS

- 6.1. STN shall exercise utmost skill and care when providing the Services, which shall be provided uninterrupted, 24 hours/day and 365 days/year, except for scheduled or emergency maintenance.
- 6.2. STN shall be entitled to maintenance downtime (hereinafter referred to as the **"Regular Maintenance"**) once every six months during which STN shall be allowed to temporarily switch off the Service(s) without any reduction in fees payable and without any liability vis-à-vis the Customer. The Regular Maintenance duration shall not exceed thirty (30) minutes per six-month period. STN shall inform the Customer of any planned Regular Maintenance by written notice 10 (ten) days in advance and make every effort to accommodate the Customer such that the inconvenience caused to the Customer due to Regular Maintenance, including its

timing, is minimized. Any downtime above 30 minutes will be treated as interruption which will entitle Customer to credit as set forth herein.

- 6.3. Without derogating anything herein, in the event of an emergency maintenance performed by STN or third parties, STN shall provide prompt notice as practically possible. In such case of emergency maintenance STN will provide Customer with supporting documents that establish and supports the reason for such emergency maintenance.

## 7. LIMITATION OF LIABILITY.

- 7.1. Except as expressly provided in the Agreement, no warranties or conditions, expressed, implied, or statutory, including as to quality or fitness for a particular purpose, are made by STN nor apply to the Service or the equipment and facilities used to provide the Service. Without derogating from the foregoing, in no event shall STN be liable to Customer for consequential, special or indirect losses or damages, howsoever arising, whether under contract, tort or otherwise, including, without limitation, third party claims, loss of profits, IP infringement, loss of customers, or damage to reputation or goodwill, even if STN is advised of the possibility of such damages.
- 7.2. In the case of transmission failure only, where all or part of a transmission fails, and provided that Customer promptly notified STN in writing of such failure, Customer's sole remedy shall be credit to the Customer against future invoices the pro-rata portion of the Monthly Fees of the affected Agreement for the period of the failure. The pro-rata portion shall be calculated by dividing the total duration of the transmission failure in a certain month by the total monthly service time and multiplying it by the Monthly Fee (i.e., number of minutes of interruption divided by the number of minutes in the relevant month). Without derogating from the foregoing, STN's liability will be limited to the pro rata portion of the Monthly Fee for the period of interruption or failure and subject to [Section 7.4](#) below. It is hereby clarified, that the minimum duration of interruption which entitles Customer to credit hereunder is 15 minutes within 1 hour of Service.
- 7.3. Unless the encryption service is provided by STN, and subject to this [Section 7](#), STN shall not be liable to Customer for any damage caused to Customer and/or its end-users as a result of hacking of the encryption system used for encrypting Customer's channel.
- 7.4. Notwithstanding anything to the contrary, in any event, STN's maximum aggregate liability arising out of or



in connection with the Agreement shall not exceed two (2) Monthly Fees of the applicable Agreement in respect to which a claim has been filed.

## 8. INDEMNIFICATION.

- 8.1. Customer will indemnify, keep harmless and, upon request, defend STN and its Affiliates from and against any Proceedings brought against them by any government authority or any third party as result or in connection with Customer's breach of any warranty, representation, covenant or obligation under the Agreement and/or Customer's negligence or willful misconduct, including but not limited to any IP infringement or broadcasting license/permit which arises from the Content. "Proceedings" means any and all losses, liabilities, damages, costs and expenses (including reasonable lawyers' fees and costs), actions, prosecutions, demands and/or claims for damages or imposition of a fine or other penalty against STN and its Affiliates.
- 8.2. In the event that any Proceedings initiated against or imposed upon STN and its Affiliates, STN shall notify Customer of such Proceedings as soon as practicable and shall permit Customer to assume control of the defense or settlement of such Proceedings (to the extent STN not incurring additional damages). Upon Customer's request STN shall provide assistance (at Customer's expense) in the resolution of such proceedings, but shall reserve the right to participate in any such defense, at its own expense.

## 9. CONFIDENTIALITY.

- 9.1. The Parties shall not use the other Party's Confidential Information for any purpose (for its own gain or any other third party) other than to exercise or perform its rights or obligations under the Agreement, and shall maintain the Confidential Information in strict confidence, and shall not disclose it to any third party, except

to their employees who have a need to know for the purpose of performing their obligations under the Agreement. For the purpose of the Agreement, "**Confidential Information**" shall mean any and all information or data of any nature provided by, or on behalf of, one Party to the other Party. Customer acknowledges that the Agreement (*inter alia* all terms set in the Service Order) considered Confidential Information of STN.

- 9.2. The above obligation shall not apply to information which: (i) at the time of disclosure was generally available to the public, or becomes thereafter generally available to the public through no fault of the receiving party; (ii) was prior to its disclosure in the possession of the receiving party, as evidenced in its written records; (iii) is received from a third party who is not under confidentiality obligations towards the disclosing party, as evidenced by written records; or (iv) either Party is obligated to disclose pursuant to a court order and/or requirement of any administrative agency or governmental body, provided, that the receiving party shall notify the disclosing party in writing prior to making such disclosure.
- 9.3. This Section 9 shall survive the termination of the Agreement for any reason whatsoever for a duration of 3 years thereafter.
- 9.4. Notwithstanding the foregoing, it is agreed that STN may identify the Customer as a user of STN's services and provide a basic description of the Services in advertisements and other promotional literature or forms of publication, *inter alia*, may use the Customer name and/or trademark in its customers list. It is further agreed that the Customer may identify STN as the provider of the Services to the Customer. Neither Party shall otherwise use the name of the other Party in any advertising, publicity, promotional literature, brochures, sales aids or marketing tools without the prior written consent of that Party.

## 10. COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 10.1. Both parties hereby represent, warrant and covenant that:
  - 10.1.1. Both and any of their controlling entities or persons, affiliates, partners, officers, directors, employees and agents involved in the Agreement and Services thereunder will comply at all times



in connection with and throughout the course of the Term (if applicable, including upon acquisition of the products and/or contents that are relevant for the supply of goods or rights and/or for the provision of the Services under the Agreement), with all applicable laws, statutes, regulations and codes relating to combating corruption, including without limitation the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010 and EU Anti-corruption legislation (collectively, “**Anti-Corruption Laws**”);

- 10.1.2. In connection with the Agreement, neither Party nor any of their controlling entities or persons, affiliates, partners, officers, directors, employees or agents will offer, promise or give, nor have they, as at the effective date, offered, promised, or given money or anything of value, directly or indirectly, to (i) any “**Government Official**” (which includes anyone working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies) or any public international organization. This term also includes political parties, party officials and candidates for political office) in order to influence official action or otherwise obtain an improper advantage; (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly;
- 10.1.3. Both Parties will keep and maintain accurate and reasonably detailed books and financial records in connection with the Agreement;
- 10.1.4. Both Parties have and shall maintain in place throughout the Term their own policies or procedures to ensure compliance with Anti-Corruption Laws, sufficient to provide reasonable assurances that violations of Anti-Corruption Laws will be prevented, detected and deterred;
- 10.1.5. Both Parties shall promptly report to each other regarding any violation of any of their obligations under subsections 10.1.1, 10.1.2 and 10.1.3; in such event, both Parties reserve the right to require

that the other immediately takes appropriate remedial actions;

- 10.1.6. Both Parties’ representations, warranties and covenants in this Section 10.1 extend equally, for the avoidance of doubt, to any third parties subject to the control or influence or acting on behalf of the Parties in connection with the Agreement, and have taken reasonable steps to ensure their compliance; and no rights or obligations of, or services to be rendered by both Parties in connection with the Agreement shall be assigned, transferred or subcontracted to any third party without the prior written approval of the other one;
- 10.1.7. Both Parties shall certify its compliance with this Section 10.1 as may be required by the other Party.

## 10.2. Breaches

- 10.2.1. Breach of this clause shall be deemed a material breach of the Agreement. In the event of a breach of Section 10.1, except if remedied pursuant to Section 10.1.5 above, this Agreement may be immediately suspended or cancelled and any claims for payment may be forfeited.
- 10.2.2. To the extent permitted by law, both Parties will indemnify and hold the other one harmless from and against any and all claims, damages, losses, penalties, costs (including but not limited to legal fees) and expenses arising from or related to, any breach of their obligations under Section 10.1.

## 11. FORCE MAJEURE.

- 11.1. No failure or omission by either Party to carry out or observe any of its obligations under the Agreement shall give rise to any claim against the other Party or be deemed a breach if such failure or omission arises due to, resulted from or caused by any occurrence of any Force Majeure Event. “**Force Majeure Event**” shall

mean an event which is not within the reasonable control of the Party affected by such event and which could not have been reasonably foreseen and avoided by such Party, whether now or hereafter existing, *inter alia*, any acts of God, war, preparation for war, terrorist act, naval or military intervention, acts of government, general strikes, lockouts or work stoppages, sabotage, vandalism, insurrection, floods, typhoons, earthquakes, riots, lightning, storm, fires, strikes, embargoes, epidemics, meteorological or astronomical disturbances, meteorites, heavy ions, electrostatic discharge, specific solar activity, meteorological or astronomical disturbances, radio electrical attacks, failure of satellites and any other acts of God.

- 11.2. The performance of affected Party obligations (other than with respect to Customer's payment obligations under Section 3 herein, which shall remain in force for such duration), to the extent prevented, restricted or interfered by the Force Majeure Event, shall be suspended during the period that the Force Majeure Event persists; *provided*, that such Party shall use its best commercial efforts to perform its obligations under the Agreement as fully as possible, and preserve the respective interests of the Parties so long as the Force Majeure Event continues. STN shall make all reasonable efforts to provide the Customer with a replacement service or equipment which shall be equivalent to the Service in all material respects. Either party shall notify the other party of such event.

## 12. NOTICES

Any notices or other communications required hereunder shall be in English, in writing and shall be deemed given when delivered in person or when mailed to the attention of the person, and to the address, specified in the Service Order (or to such other address of which a Party shall have notified the other) upon the earlier of: (a) receipt of personal delivery to the notified Party, (b), if sent by electronic mail, on the recipient's next business day, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with an internationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

## 13. PERSONAL DATA

To the extent any personal data is processed under the Agreement, the Parties undertake to comply with the then-applicable regulations governing the processing of personal data, *inter alia*, EU Regulation 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## 14. EXPORT CONTROL

Customer hereby warrants and certifies that the Services to be provided to Customer according to the Agreement will not be re-exported, transferred, disclosed or diverted to any government, corporation, organization or individual in violation of any applicable export and re-export laws and regulations of the United States of America, the EU member states or any other relevant jurisdiction.

## 15. ASSIGNMENT

The Agreement may not be assigned or transferred by either Party without the prior written consent of the other party which consent shall not be unreasonably withheld, except that STN may at any time assign the Agreement without the consent of Customer to any of its Affiliates or in connection with the acquisition of STN or its business and/or a merger of STN with the assignee.

## 16. GOVERNING LAW AND JURISDICTION

The Agreement, including these General Terms and any other specific service terms and conditions shall be governed and construed in accordance with the laws of Slovenia, without giving effect to principles of conflicts of laws, and the courts of the city of Ljubljana, Slovenia, shall have sole and exclusive jurisdiction over any conflict and/or dispute arising



out of, or in connection to, the Agreement.

#### **17. RELATIONSHIP BETWEEN THE PARTIES**

The Parties are independent contractors, and nothing herein shall be construed to create an employer-employee relationship, partnership and/or joint venture between the Parties. Neither Party is the agent of the other nor may either Party represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. STN may provide services to any person, including a competitor of Customer.

#### **18. ENTIRE AGREEMENT, CHANGES.**

- 18.1. Unless otherwise explicitly agreed in writing between STN and the Customer, the Agreement constitute the entire agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous oral or written agreements, understandings or warranties of the Parties.
- 18.2. The Agreement may only be modified or amended by a written instrument duly executed by each of the Parties. However, it is clarified, that STN reserves the right to update and amend from time to time any of its applicable policies, *inter alia*, these General Terms and any specific terms and conditions; provided, that such changes shall not impose any additional obligations and/or liability upon Customer under the Agreement. STN shall notify Customer of any material changes.
- 18.3. In the event that the Agreement, or any part of it, is signed or translated into any additional language, the English version is deemed the governing version of the Agreement.

#### **19. MISCELLANEOUS**

- 19.1. The provisions of the Agreement are for the sole benefit of the Parties, and not for the benefit of any other persons or legal entities. STN is entitled to have its obligations under this Agreement performed by a suitable third-party contractor.
- 19.2. The failure of any Party to act in the event of a breach of this Agreement by another Party shall not be deemed a waiver of such breach or a waiver of future breaches. All waivers must be in writing, and any waiver of any terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 19.3. If any part or parts of the Agreement are held to be invalid or unenforceable, the remaining parts of the Agreement will continue to be valid and enforceable. Provisions of the Agreement held to be invalid will be replaced by those provisions which are the closest to the economic purpose of such provision.