**HISPASAT Group**

**GENERAL CONDITIONS FOR THE CONTRACT OF OCCASIONAL USE**

**1a- PURPOSE.** The purpose of this document is to regulate the conditions under which HISPASAT, S.A. or HISPAMAR EXTERIOR, S.L. (hereinafter, HISPASAT GROUP as the resulting contracting entity) leases to an authorized satellite service operator (hereinafter, the CUSTOMER) the use of Satellite Capacity for non-permanent occasional uses in the satellites of HISPASAT GROUP (hereinafter, the Satellites) under the terms and conditions and with the features established by the Particular Conditions. Such capacity will be referred to hereinafter as the “Leased Capacity”.

The Leased Capacity will be used by the CUSTOMER to render telecommunication services in accordance with the authorizations and licenses that entitle him to render such services. The Leased Capacity is subject to the present General Conditions, to the Particular Conditions, to the international agreements on coordination by which HISPASAT GROUP is obliged and to the national Legislation that may be applicable. The CUSTOMER declares to have obtained each and every license or authorization required by the competent Administration in the country or countries in which his service is rendered through the Satellites of HISPASAT GROUP, and he undertakes to keep them in force for as long as he uses the Leased Capacity.

**2a- TERM.** The provision of the Satellite Capacity shall be effective from the date of the acceptance by the CUSTOMER of the offer made by HISPASAT GROUP for the period agreed between the Parties in the Particular Conditions.

**3a- PRICE, PAYMENT AND INVOICING.** The CUSTOMER shall pay HISPASAT GROUP for the non-permanent quite enjoyment of the Leased Capacity the amount agreed in the Particular Conditions, in accordance with the price offered to the CUSTOMER by HISPASAT GROUP. Such amount, hereinafter referred to as “Price”, shall be increased with the legal taxes that may be applicable at any given moment. Each Party shall be financial responsible for and shall pay all the taxes that may correspond to them, imposed on or related to the provision of Satellite Capacity under the applicable legislation.

HISPASAT GROUP shall collect the Price by way of invoices according to the Particular Conditions. The invoices shall state in adequate detail the periods of use of the Leased Capacity, the type of use in particular and the applicable Price, as well as the costs that may derive from cancellations. The Price shall be calculated on the basis of the time reserved by the CUSTOMER, being the starting time of the transmission the time at which the CUSTOMER requests it, even if such transmission starts before, and the completion time the one requested by the CUSTOMER, even if it ends before. The time reserved and not used by the CUSTOMER will be totally invoiced, unless the cancellation of such reserve is notified prior to the beginning of the time period that has been reserved.

The Price shall be paid via bank transfer within thirty (30) days from the date of the invoice emission by HISPASAT GROUP. In case the payment is not made within such period, the CUSTOMER shall be obliged to pay a penalty for delayed payment consisting of the multiplication of the number of calendar days of the delay by the default interest rate for commercial operations legally established by Law 3/2004, December 29th, regularly published by the Spanish Ministry of Finance, divided by 365.

**4a- REQUEST, USE OF THE LEASED CAPACITY AND CANCELLATION.** The CUSTOMER shall make use of the transmission plans for occasional uses facilitated by HISPASAT GROUP and shall present a Request for Approval of Ground Stations in accordance with the Procedure Manual of Use of the corresponding Satellite (MUSSH/MUSA). Once the approval is obtained from HISPASAT GROUP, the CUSTOMER may issue the Request for Transmission, which will be admitted by HISPASAT GROUP depending on the availability of the capacity requested. In case such availability exists and the technical requirements are met, HISPASAT GROUP will authorize the requested transmission.

The use of the Leased Capacity shall be made in accordance with the procedures defined in the Procedure Manual of Use of the corresponding Satellite (MUSSH/MUSA). The CUSTOMER shall be responsible for the registration of the Ground Stations that gain access to the Leased Capacity, according to ITU procedures, and the regulatory frequency coordination of those Stations with other radiocommunication services Stations.

If HISPASAT GROUP considers that any of the uses of the Leased Capacity does not fulfill the technical requirements and can cause significant damages or degradation of the services rendered to other Satellite customers or other satellites, HISPASAT GROUP may require the CUSTOMER to suspend his transmissions, adopting, in addition, the actions considered necessary to achieve such suspension, including the deactivation of the transponder or transponders involved until the non-fulfillment is corrected. HISPASAT GROUP shall not be liable to the CUSTOMER for any liquidates damages that may derive, mediate or immediately, from the actions adopted.

The CUSTOMER may cancel his reserve partially or totally, in accordance with the terms included in the Particular Conditions.

**5a- RESPONSABILITY.** HISPASAT GROUP commits to facilitate access to the Lease Capacity according to the terms included in the present General Conditions and in the Particular Conditions, resting obliged to address the CUSTOMER claims in the shortest time possible. In case of interruption in the running of the Leased Capacity, HISPASAT GROUP will only be obliged to refund to the CUSTOMER the proportional part of the Price that corresponds to the time of interruption of the service and the capacity affected, excluding any other liability for the HISPASAT GROUP. After the service execution, the CUSTOMER will have one week to file any type of claim. Once this deadline is over without any claim being filed, the client shall not be entitled to exercise this right.

HISPASAT GROUP shall not be liable for any action for liquidated damages filed by a third party, due to any cause that may result from the use of the Leased Capacity by the CUSTOMER. HISPASAT GROUP is not in any case involved with the programs and information that might be broadcasted as a result of the use of the Leased Capacity. Therefore, HISPASAT GROUP shall not be responsible for any action for liquidated damages filed by the CUSTOMER’s clients or any third party with regard to the above mentioned broadcasting. Without prejudice to the above said, HISPASAT GROUP is empowered to temporarily suspend the service in case of finding evidence or having well founded knowledge that the Leased Capacity is being used, or there is intention to use it to put the public safety at risk or cause discrimination, hatred or violence against groups or associations due to racism, ideology, religion or beliefs. HISPASAT GROUP is also empowered to temporarily suspend the service in case of finding evidence or having well founded knowledge that the Leased Capacity is being used by terrorist groups or armed elements, or people co-operating or contributing to such terrorist groups or armed elements. The deactivation of the service by any of the above mentioned reasons shall not entitle the CUSTOMER to receive any compensation or indemnity from HISPASAT GROUP.

**6a- ASSINGMENT.** The CUSTOMER shall not assign to third parties the rights or obligations hereunder, nor shall he be exonerated from his liabilities to HISPASAT GROUP.

**7a- TERMINATION.** The causes for termination or resolution of the contractual relationship among the Parties are the ones established by the Spanish law for the resolution of contracts and mutual engagement. Any non-fulfillment by the Parties of the present General Conditions or the Particular Conditions shall empower the compliant party either to require the fulfillment or terminate the contract. In both cases, the compliant party shall be entitled to compensation for damages deriving from that non-fulfillment.

**8a- CONFIDENTIALITY.** The Parties undertake to hold in strict confidentiality all information interchanged. Neither party shall make such information public, while both parties shall take all appropriate measures to secure and protect its confidentiality during the term of the agreement and after its expiration or termination for a period of two years.

**9a- NOTICES.** Any communication relating to the application of these General Conditions or the Particular Conditions will be delivered to: [booking@hispasat.es](mailto:booking@hispasat.es) Gobelas 41 - 28023 Madrid - España - Tel. + 34 91 710 25 40.

The CUSTOMER undertakes to communicate in written any change in his identification data before it becomes effective. In order to expedite the above mentioned communications, the Parties will accept any such document sent by facsimile or e-mail as original.

**10a- ENTIRE AGREEMENT.** The Particular Conditions with the CUSTOMER together with the present General Conditions will constitute the contractual relationship among the Parties.

**11a- COMPLIANCE WITH AGREEMENT AND JURISDICTION.**These General Conditions and the Particular Conditions shall be interpreted in accordance with the laws of Spain. The Parties will submit any dispute deriving from its application or interpretation to the Courts and Tribunals of the city of Madrid (Spain).