

TERMS AND CONDITIONS OF SERVICE

Terms and Conditions of Service contained herein shall apply to services (“**Services**”) ordered by the Customer (you), from Mena Media UK Ltd. (“**Mena Media**”) (“**Engagement**”), such Engagement shall be bound by these Terms and Conditions of Service.

1. PROVISION OF THE SERVICES

- 1.1. Customer shall be responsible at its own cost to bring its signal to the demarcation point defined in the Engagement.
- 1.2. Customer represents and warrants that it is a corporation duly registered and has full authority to enter into this agreement. In case the Services include uplink to a satellite of unencrypted signals, Customer represents and warrants that it holds a broadcast license issued by a competent governmental authority authorizing Customer to obtain the Services hereunder. Customer shall not use the Services in any manner or for any purpose, which constitutes a violation of the laws of any jurisdiction in which the Services are being provided. Customer is solely responsible to obtain all licenses and permits required in order to provide the Services in any applicable jurisdiction.
- 1.3. Customer accepts that Mena Media 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, Mena Media has the right to amend any technical configuration at any time.
- 1.4. In the event that the Monthly Fee is not payable in British Pounds, then it is hereby clarified that the Monthly Fee will be linked to the British Pounds exchange rate of the Effective Date (the “Base Exchange Rate”). Thus, the Monthly Fee shall be adjusted on a monthly basis in accordance with the fluctuation in the exchange rate known on the actual date of payment.

2. TERMINATION

- 2.1. Mena Media shall be entitled to interrupt the Services and/or terminate this Engagement, at Mena Media’s discretion, without liability to Customer, immediately upon notifying Customer, in the following events:
 - 2.1.1. If Customer is in breach of any of its obligations and warranties, including, without limitation, Customer’s payment obligations. Prior to any such interruption and/or termination, Mena Media will notify Customer and will provide Customer with five (5) days to take corrective action.
 - 2.1.2. If 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.
- 2.2. Customer recognizes that the pricing for the Services is based upon the completion of the Term set forth in the Engagement and as such, in the event of early termination of the Engagement for any reason attributed to Customer, prior to the expiration of the term thereof, Customer agrees to pay a cancellation penalty equivalent to 100% of the monthly Fees due for the remainder of the term after the date of termination.

3. LIMITATION OF LIABILITY

- 3.1. Customer acknowledges that Mena Media has no control over how a foreign administration or third party carrier establishes its own rules and conditions pertaining to international telecommunications services. Accordingly, Customer agrees that Mena Media shall not be liable for any loss or damages sustained by Customer, its interconnecting carriers or its end users due to any failure in or breakdown of the communication facilities associated with providing the Services which are not operated or controlled by Mena Media.
- 3.2. IN NO EVENT SHALL MENA MEDIA 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, LOSS OF CUSTOMERS, OR DAMAGE TO REPUTATION OR GOODWILL.

- 3.3. Mena Media shall have the right to terminate the Service Order without liability to Customer on account of such termination, at any time, in the event that Mena Media received a request to terminate the Services from the satellite service provider or carrier.
- 3.4. In the case of transmission failure only, where all or part of any transmission fails, and provided that Customer promptly notified Mena Media in writing of such failure, Mena Media shall credit to Customer the pro-rata portion of the Fees for the period of the failure. The foregoing shall be the sole remedy of Customer in the event of a transmission failure.
- 3.5. IN ANY EVENT, AND WITHOUT DEROGATING FROM THE FOREGOING, MENA MEDIA’S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL FEES PAID BY CUSTOMER FOR THE SERVICES; OR (II) THE FEES PAID BY CUSTOMER DURING THE SIX (6) MONTHS PRECEDING THE EVENT IN WHICH SUCH LIABILITY WAS INCURRED.

4. PROGRAM CONTENT RESPONSIBILITY

- 4.1. The full responsibility for all program content supplied by the Customer to Mena Media for transmission (“**Content**”) rests with the Customer.
- 4.2. Mena Media may have access to the Content to verify the successful transmission of the signal and Mena Media must use its best endeavors to ensure that its access to the Content under this clause does not interfere with access to the Content by customers of the Customer.
- 4.3. Customer guarantees to Mena Media 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.

5. INDEMNIFICATION

- 5.1. Customer will indemnify Mena Media, including its shareholders, directors, officers and employees, and keep it harmless from and against any Proceedings brought against MENA MEDIA by any government authority or any third party, which relates in any manner to the Content and/or Customer’s breach of this Agreement and/or Customer’s negligent acts or omissions. In this Agreement, the term “Proceedings” includes all actions, prosecutions, demands and/or claims for damages or imposition of a fine or other penalty against Mena Media.

6. ASSIGNMENT

- 6.1. The Engagement may not be assigned or transferred by either party without the prior written consent of the other party, except that Mena Media may at any time assign the Engagement without the consent of Customer to any affiliated entity of Mena Media or in connection with the acquisition of Mena Media or its business and/or a merger of Mena Media with the assignee.

7. FORCE MAJEURE

7.1. No failure or omission by Mena Media to carry out or observe any of the terms and conditions of the Engagement or these Terms and Conditions of Service shall give rise to any claim against Mena Media or be deemed a breach if such failure or omission arises from any cause beyond the reasonable control of Mena Media, including natural catastrophes such as fire, flood or earthquakes; meteorological or astronomical disturbances; acts of government; acts of war or terrorism; general strikes, lockouts or work stoppages; or any other acts of God.

8. CONFIDENTIALITY

8.1. The parties shall maintain the confidentiality of all information or data of any nature provided by one party to the other, 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 this Agreement. 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. This Section shall survive the termination of this Engagement for any reason whatsoever.

8.2. Neither Party shall make any press release or any other public announcement regarding this Agreement without first obtaining the other Party's written consent. Notwithstanding the foregoing Mena Media may use the Customer name and/or trademark in its customers list.

9. GOVERNING LAW AND JURISDICTION

9.1. The Engagement and these Terms and Conditions shall be governed and construed in accordance with the laws of the United Kingdom, and the courts of the city of London, UK, shall have sole jurisdiction over any conflict and/or dispute arising out of, or in connection to, the Engagement.

10. ENTIRE AGREEMENT, CHANGES

10.1. These Terms and Conditions of Service, together with the Engagement, constitute the entire agreement between the parties with respect to the subject matter of the Engagement and supersede any prior or contemporaneous oral or written agreement, understanding or warranty of the parties. In any contradiction between the terms of these Terms and Conditions of Service and the terms of a valid and binding agreement specifically governing the Engagement, the terms of the Engagement shall prevail. Mena Media may amend these Terms and Conditions of Service from time to time and notice of such change together with the amended Terms and Conditions of Service shall appear on Mena Media's web site at: www.MenaMediaUK.com/Terms.pdf