



# General Terms and Conditions for the Purchase of Services and Goods

**LIBERTY GLOBAL**

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# General Terms and Conditions for the Purchase of Services and Goods

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## PART A General Provisions

The general provisions of Part A of these General Conditions shall apply to all legal relationships of LIBERTY GLOBAL acting as a potential or actual purchaser of Goods and/or Services unless LIBERTY GLOBAL and SUPPLIER have expressly agreed other terms in writing, signed by duly authorized representatives. If the Contract relates to the provision of Services to LIBERTY GLOBAL the specific terms and conditions of Part B shall apply together with the general provisions of Part A, unless specifically provided otherwise. If the Contract relates to the purchase of Goods by LIBERTY GLOBAL, the specific terms and conditions of Part C shall apply together with the general provisions of Part A, unless specifically provided otherwise. If the Contract relates to the purchase of Services and Goods by LIBERTY GLOBAL, the specific terms and conditions of Part B and Part C shall apply together with the general provisions of Part A, unless specifically provided otherwise. In the event of a conflict or inconsistency between the general provisions of Part A and the specific terms and conditions of Part B and/or Part C, the specific provisions of Part B and/or Part C shall prevail. If the Contract involves the processing of personal data by SUPPLIER the specific terms and conditions of Part D shall also apply in addition to Part A and Part B and/or Part C and, in the event of a conflict or inconsistency, Part D will prevail.

### Article 1 Definitions

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

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

**“Acceptance Tests”** shall mean such tests as may be conducted from time to time by LIBERTY GLOBAL on the Deliverables in order to verify that

they meet the relevant specifications to facilitate Acceptance.

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

**“Applicable Law”** means the governing laws and all statutes, laws, regulations, ordinances, rules, codes, decrees, directives, and administrative orders of a Governmental Authority of any nation, governmental union, federation or other association of nations, whether in existence as of the Effective Date or enacted during the term of the relevant Contract, which are or may be mandatorily applicable to the obligations of a Party under these General Conditions, respectively.

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

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

**“Contract”** shall mean a written contract between LIBERTY GLOBAL and SUPPLIER which is concluded in accordance with Article 3.3. including Purchase Orders and SoWs.

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

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

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

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



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

**“Goods”** shall mean any goods to be purchased by, and delivered to, LIBERTY GLOBAL which are designated or referred to in the relevant Contract. In the event that the Contract relates to the provision of Goods **“Goods”** shall mean the Equipment and/or the Software (as such capitalized terms are defined in Part C).

**“Governmental Authority”** means any supra-national, national, state, municipal or local government (including any subdivision, department, court, administrative agency or commission or other authority thereof) or any quasi-governmental or private body exercising any regulatory, importing or other governmental or quasi-governmental authority, including the European Union.

**“Intellectual Property Rights”** or **“IPR”** shall mean: (a) patents (granted and applications therefor), trademarks (granted and applications therefor), service marks, registered and unregistered designs, applications for any of those rights, rights in semi-conductor topographies, trade and business names (including but not limited to internet domain names, email address names and social media account names), unregistered trademarks and service marks, copyrights (including future copyright), neighbouring rights (including future neighbouring rights), know-how, database rights, rights in designs and inventions and rights of confidentiality and/or trade secrets; (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a) above; and (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above, in each case in any jurisdiction.

**“LIBERTY GLOBAL”** means the member of the LIBERTY GLOBAL Group that has issued the relevant Purchase Order to SUPPLIER to order Services and/or Goods from SUPPLIER (as indicated on the Purchase Order).

**“LIBERTY GLOBAL Group”** means Liberty Global plc, an English public company, and its Affiliates from time to time.

**“LIBERTY GLOBAL Co-Controlled Company”** means any undertaking in respect of which any member of the LIBERTY GLOBAL Group has the beneficial ownership of 50% of the issued capital, or holds 50% of the voting rights in the undertaking or has the right to appoint or remove 50% of the board of directors (or equivalent body) of the undertaking.

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

**“Personnel”** shall mean the employees and/or subcontractors or consultants of SUPPLIER and/or any third parties engaged by SUPPLIER in the performance of the Contract and the employees and representatives of the LIBERTY GLOBAL Group.

**“Purchase Order”** shall mean any written purchase order for the supply and delivery of Goods and/or the provision of Services placed by LIBERTY GLOBAL with SUPPLIER and which are issued under these General Conditions.

**“Relevant Requirements”** shall mean all Applicable Laws relating to tax evasion, anti-bribery and anti-corruption, sanctions and trade embargoes, including but not limited to the Dutch Criminal Code (*“Wetboek van Strafrecht”*), the UK Criminal Finances Act 2017, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977 and the U.S.A. Patriot Act and other similar laws in any applicable jurisdictions or geographic areas where a Related Party may procure, sell, lease or license products or services to LIBERTY GLOBAL or otherwise perform any Contract.

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

**“SoW”** shall mean a statement of work, which, together with the relevant Purchase Order, constitutes the Contract which sets out the contractual terms and conditions for the provisions of the Services and/or Goods.

**“SUPPLIER”** shall mean the potential counterparty or counterparty of LIBERTY GLOBAL in the relevant Contract.

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

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

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

**1.4** Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit or



restrict the meaning, scope, class, category or type indicated by the words preceding those terms.

## Article 2 Applicability

- 2.1** The applicability of the general terms and conditions used or referred to by the SUPPLIER is herewith explicitly rejected.
- 2.2** These General Conditions are applicable to all legal relationships of LIBERTY GLOBAL acting as a potential or actual purchaser of Goods and/or Services and shall be deemed incorporated in any Contract between LIBERTY GLOBAL and SUPPLIER for the sale or supply Services and Goods unless LIBERTY GLOBAL and SUPPLIER have expressly agreed other terms in writing, signed by duly authorized representatives.
- 2.3** No variation of these General Conditions shall be effective unless expressly stipulated and agreed in writing.
- 2.4** In case of a dispute between the English text of these General Conditions and translations thereof, the English version will prevail over any translations of this text.

## Article 3 Ordering Process and Conclusion of Contract

- 3.1** A request for an offer by LIBERTY GLOBAL is without commitment. SUPPLIER is not exclusive supplier to LIBERTY GLOBAL of goods or services that are the same as or similar to the Goods and Services.
- 3.2** LIBERTY GLOBAL shall only be bound by a Purchase Order if the Purchase Order is in writing and not revoked by LIBERTY GLOBAL prior to acceptance by authorized representatives of SUPPLIER. Unless otherwise agreed in writing between the Parties (signed by duly authorized representatives), LIBERTY GLOBAL shall be under no legal obligation or financial commitment (and no obligation on the SUPPLIER to provide the Deliverables shall be triggered) unless and until the relevant corresponding Purchase Order has been duly issued by LIBERTY GLOBAL.
- 3.3** A Contract for Deliverables between SUPPLIER and LIBERTY GLOBAL is concluded when:
- SUPPLIER has accepted the Purchase Order issued by LIBERTY GLOBAL in accordance with the procedure set out in this Article 3 in writing or otherwise; or
  - LIBERTY GLOBAL accepts SUPPLIER's offer for the sale and supply of the

Deliverables by submitting a Purchase Order; or

- SUPPLIER carries out a Purchase Order with LIBERTY GLOBAL's consent but without LIBERTY GLOBAL having confirmed SUPPLIER's offer in writing or without SUPPLIER having accepted the Purchase Order in writing; or
- a Purchase Order is placed by LIBERTY GLOBAL without a prior offer having been made by SUPPLIER, unless SUPPLIER notifies LIBERTY GLOBAL within 8 (eight) working days of the date of the Purchase Order that it does not accept the Purchase Order or LIBERTY GLOBAL revokes the Purchase Order.

**3.4** All Purchase Orders issued by LIBERTY GLOBAL shall include, where applicable, and without limitation:

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

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

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

**3.7** When a member of the LIBERTY GLOBAL Group uses these General Conditions and places Purchase





Orders to purchase Deliverables hereunder (i) all references to “LIBERTY GLOBAL” in the Contract shall be deemed to refer to such member and (ii) the member in question shall be solely liable for the performance of its obligations pursuant to the Contract and no other member of the LIBERTY GLOBAL Group shall have any liability or responsibility in connection with such Contract.

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

**3.9** SUPPLIER represents, warrants and covenants (“*garandeert*”) to LIBERTY GLOBAL that neither SUPPLIER, nor any of its Affiliates, subsidiaries, directors, officers, agents, employees, consultants, (sub)contractors or representatives (whether domestic or foreign) (each a “Related Party”), in the course of its actions in connection with these General Conditions (including in providing the Services or in providing or acquiring the Goods) has: (a) used or will use any funds for any unlawful contribution, gift, entertainment or other expense relating to political activity; (b) made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; (c) engaged or will engage in other behaviour or take other actions that would constitute, or could be construed as, a violation of (or by its nature could be deemed to contribute or cause a director, officer, employee, agent, representative, consultant or independent contractor of any member of the LIBERTY GLOBAL Group to violate) any provision of the Relevant Requirements, in each of (a), (b) and (c), if such action were taken by a person subject to such law.

**3.10** SUPPLIER represents, warrants and covenants (“*garandeert*”) to LIBERTY GLOBAL that according to its actual knowledge and belief, neither it nor any of its Related Parties are subject to any “prohibited parties list” maintained by the U.S. government or other applicable jurisdiction or Governmental Authority, or are otherwise subject to, or are doing business in countries subject to, restrictions, prohibitions, sanctions or trade embargoes.

**3.11** SUPPLIER represents, warrants and covenants (“*garandeert*”) to LIBERTY GLOBAL that it is compliant, and shall continue to be compliant, with LIBERTY GLOBAL’S Code of Business Conduct and Anti-Corruption Policy (as each have been provided to SUPPLIER) or otherwise achieves such compliance through the implementation and

enforcement of its own policies (a copy of which SUPPLIER will make available to LIBERTY GLOBAL on request) and which are, in any event, materially similar to LIBERTY GLOBAL’S Code of Business Conduct and Anti-Corruption Policy.

## **Article 4 Price and Payment**

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

**4.2** Subject to Acceptance having occurred, LIBERTY GLOBAL (or the relevant LIBERTY GLOBAL Affiliate) shall pay all undisputed amounts (subject to the LIBERTY GLOBAL payment process and, in the case of (ii) below, the relevant agreed discount) to SUPPLIER either: (i) within sixty (60) calendar days; or (ii) if SUPPLIER has joined LIBERTY GLOBAL’S vendor finance program, by the last day of the payment period as agreed pursuant to such program, in each case from the date of receipt of a correct invoice.

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

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

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

**4.5** No payment of, or on account of, the price shall constitute any admission by LIBERTY GLOBAL as



to proper performance by SUPPLIER of its obligations under any Contract.

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

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

## **Article 5 Delivery and Time of Delivery**

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

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

## **Article 6 IPR Ownership**

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

**6.2** In order to obtain all Intellectual Property Rights relating to Deliverables, SUPPLIER guarantees and shall procure that all its Personnel assigned to act on its behalf under a Contract have signed a proper written statement in which he/she transfers, to the extent permitted by law, to LIBERTY GLOBAL all

Intellectual Property Rights relating to the Deliverables as created under such Contract and waives any and all claims to such rights.

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

**6.4** Any Intellectual Property Rights developed pursuant to the Contract, which are jointly created by the Parties pursuant to the Contract or created by SUPPLIER as a direct result of SUPPLIER's performance relating to the Contract, shall be owned by LIBERTY GLOBAL and Articles 6.1 to 6.3 (inclusive) shall apply to the same, unless otherwise mutually agreed in writing between the Parties.

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

**6.6** SUPPLIER, at its expense, shall indemnify and hold LIBERTY GLOBAL harmless from and against any and all claims that the Deliverables constitute an infringement of any third party's Intellectual Property Rights or other rights. SUPPLIER shall pay all costs, fees (including attorney's costs) or damages incurred by LIBERTY GLOBAL in respect of any such claim or settlement thereof to which SUPPLIER consents. If any allegation of infringement of any Intellectual Property Right with respect to the Deliverables is made, or in SUPPLIER's opinion is likely to be made, then in addition to LIBERTY GLOBAL's other rights and remedies under the Contract, and subject always to the aforementioned indemnity, SUPPLIER shall at its expense, either (i) procure for LIBERTY GLOBAL the right to continue using such Deliverables, (ii) modify or replace the alleged infringing item so as to avoid the alleged infringement or (iii) terminate the relevant Contract and refund to LIBERTY GLOBAL all amounts



already paid in respect of the deliverables not yet performed as at the date of termination.

## Article 7 Copyrights

7.1 SUPPLIER shall mark all copyrightable works owned by LIBERTY GLOBAL under the Contract with the following notice: "©2018 (or subsequent year) LIBERTY GLOBAL All rights reserved". SUPPLIER shall (i) preserve any confidentiality or copyrights notices on any materials it receives from LIBERTY GLOBAL pursuant to the Contract, (ii) mark authorized copies of such materials with the confidentiality and copyright notice as on the originals, and (iii) mark any materials it creates pursuant to the Contract with any confidentiality notice required by LIBERTY GLOBAL.

## Article 8 Confidentiality

8.1 Each Party will ensure that each of its Personnel to whom the other Party's Confidential Information is disclosed will comply with the confidentiality obligations contained in the provisions of this Article 8 prior to delivery and/or provision of the Deliverables as well as after fulfilment of the Deliverables under the Contract.

8.2 For the purposes of this Article 8, "Confidential Information" means all information of a confidential nature disclosed, whether in writing, verbally or by any other means and whether directly or indirectly, by or on behalf of one Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether before or after the date of the Contract including, without limitation, all Contracts, any information relating to the Disclosing Party's Goods, operations, processes, plans or intentions, product information, know-how, financial or credit status, design rights, trade secrets, market opportunities and business affairs or those of its clients or other contacts.

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

8.4 During the term of the Contract the Receiving Party may disclose the Confidential Information to its Personnel to the extent reasonably necessary for the purposes of the Contract.

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

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

## Article 9 Conflict of Interests

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

## Article 10 Liability

10.1 SUPPLIER shall be liable for all damages, losses, costs and expenses which LIBERTY GLOBAL, its employees ("*ondergeschikten*") or third parties ("*niet-ondergeschikten*") engaged by LIBERTY GLOBAL in the performance of the Contract may suffer or incur as a result of or in connection with the Deliverables, the performance or non-performance of the Contract, the sale and delivery of the Goods and/or the provision and performance of the Services, except when these damages, losses, costs and expenses are caused by gross negligence ("*bewuste roekeloosheid*") or wilful intent ("*opzet*") of LIBERTY GLOBAL or its management.

10.2 SUPPLIER shall indemnify and hold LIBERTY GLOBAL harmless from and against ("*vrijwaren en schadeloos stellen*") any claims for compensation of damages, losses, costs and expenses of third parties arising out of or in connection with the use,





sale and supply of the Goods and/or the provision and performance of the Services.

**10.3** SUPPLIER shall effect and maintain an adequate policy or policies of insurance to cover the liabilities referred to in these General Conditions or required under Applicable Law and shall produce such policy or policies and evidence of payment of the premiums thereof if so requested by LIBERTY GLOBAL. In the event that SUPPLIER shall fail to maintain such insurance policy or policies, LIBERTY GLOBAL shall be entitled to effect the same on behalf of and at SUPPLIER's cost and expense.

**10.4** The provisions of this Article 10 do not affect SUPPLIER's liability based on mandatory Dutch law.

**10.5** LIBERTY GLOBAL's liability to the SUPPLIER, its employees ("*ondergeschikten*"), third parties ("*niet-ondergeschikten*") engaged by SUPPLIER and/or its Affiliates (hereinafter collectively referred to as the "Counterparty") whether in contract or tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any damages, losses, costs and expenses incurred or suffered by the Counterparty shall not exceed, in aggregate, 100% (one hundred per cent) of the total annual amounts paid or payable by LIBERTY GLOBAL to the SUPPLIER under the Contract. LIBERTY GLOBAL shall not be liable for any damages, losses, costs and expenses which are caused by gross negligence ("*bewuste roekeloosheid*") or wilful intent ("*opzet*") of the Counterparty or its management. Nothing in these General Conditions shall exclude or limit LIBERTY GLOBAL'S liability that cannot be legally limited or excluded by law.

## Article 11 Force Majeure

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

- a) the Affected Party's obligations under such Contract shall be suspended for so long as the Event of Force Majeure continues, however not exceeding a continuous period of 30 (thirty) calendar days; and
- b) as soon as reasonably possible after the start of the Event of Force Majeure the Affected Party shall notify the other Party of the Event of Force Majeure, the date on which the Event of Force Majeure started and the effects of the Event of Force Majeure on its ability to perform its obligations under the Contract; and

- c) if the Affected Party does not comply with sub-clause (b) it forfeits its rights under sub-clause (a); and/or
- d) if the Event of Force Majeure lasts for a continuous period of 30 (thirty) calendar days, the other Party may rescind the Contract, in whole or in part, or terminate the Contract with immediate effect by giving the Affected Party written notice and without having to pay the Affected Party any compensation whatsoever.

## Article 12 Compliance

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

## Article 13 Publicity

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

## Article 14 Rescission and Termination

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

**14.2** Without prejudice to any other rights or remedies either Party may have and without having to pay any compensation, either Party is entitled to terminate the Contract with immediate effect by giving written notice to the other Party if:

- a) the other Party applies for an adjudication in bankruptcy ("*faillissement*") or a suspension of payments ("*surséance van betaling*") or any similar proceedings listed in Annex A and B to the European Council Regulation on Insolvency Proceedings dated May 24, 2000 (EC no. 1346/2000); and/or
- b) the other Party is declared bankrupt ("*failliet verklaard*") or granted a preliminary



- suspension of payments or suspension of payments ("*voorlopige surséance van betaling verleend*"); and/or
- c) any event analogous to the events referred to in paragraphs (a) or (b) above occurs with respect to the other Party under the laws of the jurisdiction in which that Party has its registered office; and/or
  - d) the other Party is dissolved or its business is transferred, in whole or in part, liquidated, wound up, discontinued or located abroad or a decision is taken in this respect.

## Article 15 Miscellaneous Provisions

- 15.1** SUPPLIER may not assign, transfer, encumber or otherwise dispose of any of its rights or obligations, or novate/transfer its legal relationship ("*rechtsverhouding*"), under a Contract without the prior written consent of LIBERTY GLOBAL. LIBERTY GLOBAL may assign, transfer, or encumber any of its rights or novate/transfer its legal relationship under a Contract ("*rechtsverhouding*") at any time to any of its Affiliates and SUPPLIER shall be deemed to have consented thereto and co-operated therewith in advance.
- 15.2** SUPPLIER may not sub-contract any of its obligations under a Contract without the prior written consent of LIBERTY GLOBAL. If LIBERTY GLOBAL consents to the sub-contracting of any of SUPPLIER's obligations under a Contract, SUPPLIER shall irrevocably and unconditionally guarantee to LIBERTY GLOBAL the proper and punctual performance of those obligations by its sub-contractor. SUPPLIER shall be jointly and severally liable with its sub-contractor ("*hoofdelijk aansprakelijk zijn*") for any damages, losses, costs and expenses suffered, incurred or to be incurred or to be suffered by LIBERTY GLOBAL as a result of, or in connection with, a breach by the sub-contractor of such obligations.
- 15.3** If any provision is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions or the Contract which shall remain in full force and effect. SUPPLIER and LIBERTY GLOBAL agree to substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.
- 15.4** SUPPLIER shall comply with the Security Schedule as attached as **Appendix 1** to these General Conditions.

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

**15.6** LIBERTY GLOBAL reserves the right, without prior warning, to unilaterally amend from time to time any of the provisions of these General Conditions in a manner it may deem necessary and shall publish the amended General Conditions directly on the LIBERTY GLOBAL website: <http://www.libertyglobal.com/legal-notices> and where LIBERTY GLOBAL is organized in the Netherlands, shall file the amended General Conditions with the Trade Register of the Chamber of Commerce of Amsterdam under LIBERTY GLOBAL's registered number.

## Article 16 Governing law and Jurisdiction

**16.1** Dutch law shall be applicable to all Contracts and all legal relationships between LIBERTY GLOBAL and SUPPLIER under these General Conditions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) shall not apply and all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.



## **PART B**

### **Specific Terms and Conditions Relating to Services**

#### **Article 17** **Provision of Services**

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

#### **Article 18** **Warranties**

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

**18.2** SUPPLIER represents, warrants and covenants (“garandeert”) that:

- a) all Services are in conformity with the specifications and requirements as laid down in the Purchase Order or SoW;
- b) all Services shall be provided and delivered by skilful, capable and qualified Personnel;
- c) it shall perform the Services in accordance with the highest standards of professionalism, ability and diligence that may be reasonably expected from a supplier with equivalent standing as SUPPLIER;
- d) it shall, in connection with its obligations under the Contract, comply with all applicable rules and regulations of LIBERTY GLOBAL; and
- e) all Services meet all relevant rules, directives and regulations of the EU, irrespective of the fact whether the Services are to be performed within or outside the EU, as well as all local statutory and governmental rules and regulations.

#### **Article 19** **Acceptance and Non-conformity of Services**

**19.1** LIBERTY GLOBAL shall notify SUPPLIER in writing within a period of 10 (ten) business days of final performance of the Services whether (i) the Acceptance Tests have been successful and (ii) it rejects or accepts the Services, such acceptance to constitute Acceptance for the purposes of the Contract. If rejected, LIBERTY GLOBAL shall provide SUPPLIER with the reasons therefor. If no notification is given as aforesaid, SUPPLIER shall

notify LIBERTY GLOBAL thereof in writing and grant LIBERTY GLOBAL an additional period of 10 (ten) business days to notify SUPPLIER of its Acceptance or rejection of the Services. If (a) the Services are rejected or (b) despite Acceptance a non-conformity of the Services is discovered, SUPPLIER shall remedy this non-conformity in accordance with the other provisions of this Article 19. LIBERTY GLOBAL shall notify SUPPLIER in writing if it discovers a non-conformity of the Services within 2 (two) calendar months after discovery of such non-conformity.

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

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

#### **Article 20** **Report of Progress**

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

#### **Article 21** **Reimbursable Expenses**

**21.1** All reimbursable expenses must at all times be approved by LIBERTY GLOBAL in writing in advance and all expenses must be supported by receipts included with each invoice. Air travel reimbursements will be at coach fares, unless agreed otherwise. LIBERTY GLOBAL will not



reimburse SUPPLIER for entertainment expenses or extravagant meals or lodging.

## **Article 22**

### **Invoices**

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

## **Article 23**

### **Personnel**

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



## PART C Specific Terms and Conditions Relating to Goods

### Article 24 Definitions

#### 24.1

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

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

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

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

“**Source Code**” means the source code of the Software to which it relates, in the language in which the Software was written, together with all related flow charts and technical Documentation, all of a level sufficient to enable LIBERTY GLOBAL to understand, maintain and develop the Software.

### Article 25 Delivery and Time of Delivery

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

25.2 Delivery of the Goods is to be made in the quantities specified in the Contract. LIBERTY GLOBAL shall not be liable to pay for Goods delivered to LIBERTY

GLOBAL which are in excess of quantities specified in the Contract. Shipments in excess of the quantity of any Goods ordered shall, if so requested by LIBERTY GLOBAL, be returned to SUPPLIER at the SUPPLIER’s risk, cost and expense.

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

25.4 LIBERTY GLOBAL may change delivery dates or direct temporary suspension of scheduled shipments by giving written notice thereof to SUPPLIER. LIBERTY GLOBAL reserves the right to postpone deliveries of Purchase Orders after so notifying SUPPLIER for a maximum of 2 (two) months after the delivery date stated in the original Contract. No penalty shall be incurred by LIBERTY GLOBAL for effecting such a postponement in the period ending 1 (one) month after the relevant delivery date, but LIBERTY GLOBAL shall reimburse SUPPLIER for any storage costs suffered by it as a result of having to arrange storage of any Goods during the period running from the date that falls 1 (one) month after the postponed delivery date until the date that falls 2 (two) months after such delivery date. SUPPLIER shall use reasonable efforts to minimize any storage costs payable by LIBERTY GLOBAL pursuant to this Article 25.4 to include, without limitation, use of its own storage facilities if available. SUPPLIER shall safeguard Goods stored and take all reasonable steps to prevent their deterioration until their actual delivery, in each case without any extra costs being charged to LIBERTY GLOBAL.

25.5 In the event that LIBERTY GLOBAL wishes to cancel any Goods after the Purchase Order relating thereto has been accepted, LIBERTY GLOBAL’s maximum liability in respect of such cancellation shall be the lower of (i) a maximum of 50% (fifty percent) of the value of the Purchase Order cancelled or (ii) any reconfiguration costs incurred by SUPPLIER in order to resell the Goods after such cancellation (evidence of such costs to be adduced on request). LIBERTY GLOBAL shall in no event be liable to SUPPLIER for any loss of profit, loss of use or loss of trading revenue whether arising in connection with or as a result of such cancellation or otherwise.

25.6 In the event that Goods are not delivered at all, not delivered by or on the agreed delivery date or only delivered in part, other than as a result of an Event of Force Majeure, then without prejudice to any other rights LIBERTY GLOBAL has and in addition





to the remedies of LIBERTY GLOBAL under Article 5.2, LIBERTY GLOBAL may require:

- (a) SUPPLIER to pay liquidated damages amounting to 1% (one percent) of the value of the relevant Purchase Order (or part thereof) for each day SUPPLIER's breach continues with a maximum of 50% (fifty percent) of the value of the Purchase Order (or part thereof), without LIBERTY GLOBAL having to prove any loss or damage, and without prejudice to any other rights of LIBERTY GLOBAL, including the right to demand performance, to also claim damages and specific performance if there are grounds for so doing or to rescind the Contract, in whole or in part. Parties agree that these damages are a reasonable genuine pre-assessment of the damages which LIBERTY GLOBAL will incur as a result of SUPPLIER's non-performance referred to in this Article 25.6 and are not intended to constitute a penalty for non-performance or to quantify the full extent of LIBERTY GLOBAL's losses; and/or
- (b) SUPPLIER to take emergency action in order to minimise the loss suffered by LIBERTY GLOBAL, including, without limitation, procuring delivery through alternative third parties or to work overtime at no extra cost to LIBERTY GLOBAL.

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

#### **Article 26 Packaging**

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

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

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

#### **Article 27 Ownership**

**27.1** LIBERTY GLOBAL shall acquire ownership upon delivery of the Goods other than the Software.

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

**27.3** Rescission or termination of a Contract pursuant to Articles 14.1 or 14.2 shall be without prejudice to the survival of LIBERTY GLOBAL's perpetual licence to use the Software granted pursuant to Article 27.2.

#### **Article 28 Warranties**

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

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

- (a) all Goods are in conformity with the specifications and requirements as laid down in the Contract or as described in SUPPLIER's material data sheets if the Contract does not set out any specifications;
- (b) all Goods are free from any defects in materials, manufacture and design for a period of 24 (twenty-four) calendar months from the date of delivery of the Goods to LIBERTY GLOBAL;
- (c) all Goods are fit for the purposes for which LIBERTY GLOBAL intends to use them;
- (d) all Goods comply with all applicable IPv6 technical requirements, where applicable;
- (e) all Goods comply with all Applicable Law;



- (f) upon delivery, it is the owner of the Goods and has full legal right either to transfer title to the Goods pursuant to Article 27.1 or to grant LIBERTY GLOBAL a license as provided in Article 27.2; and
- (g) upon delivery, the Goods are free and clear of all claims, liens and encumbrances.

**28.3** SUPPLIER represents, warrants and covenants (“*garandeert*”) that:

- (a) it will fully comply with all Applicable Law relating to its business which are material to its performance under these General Conditions including, without limitation, all export, all environmental, health and safety laws and all laws relating to transportation and disposal of Hazardous Materials;
- (b) (1) the Goods that is sells or otherwise provides to LIBERTY GLOBAL are free from and do not use, incorporate or contain any “conflict minerals” that have originated from the Democratic Republic of Congo (“DRC”) or an adjoining country (as such terms are defined in the conflict mineral provision of the Dodd-Frank Act and the SEC’s final rules relating thereto); and (2) SUPPLIER has adopted adequate and appropriate due diligence practices and guidelines in making the determination contained in subparagraph 29.3 (b) (1) (hereinafter, referred to as the “Conflict Mineral Free Warranty”). To the extent that SUPPLIER is unable to provide in full and in an unqualified manner the Conflict Mineral Free Warranty, SUPPLIER shall describe the internal due diligence guidance and practices that it is applying in pursuing the making of the determination (with reference, to the extent possible, to the 2011 OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas), and identify the date by which it reasonably anticipates that such a determination may be made.

**Article 29**  
**Acceptance and Defective Goods**

**29.1** LIBERTY GLOBAL shall notify SUPPLIER in writing within a period of 10 (ten) business days of delivery or by such date as may be otherwise agreed between the Parties in the relevant Contract whether (i) the Acceptance Tests have been successful and (ii) it rejects or accepts the Goods, such acceptance to constitute Acceptance for the purposes of the Contract. If rejected, LIBERTY GLOBAL shall provide SUPPLIER with the reasons therefor. If no notification is made as aforesaid, SUPPLIER shall

notify LIBERTY GLOBAL thereof in writing and grant LIBERTY GLOBAL an additional period of 10 (ten) business days to notify SUPPLIER of its Acceptance or rejection of the Goods. If (a) the Goods are rejected or (b) despite Acceptance a defect or non-conformity of the Goods is discovered, SUPPLIER shall remedy this defect or non-conformity in accordance with the other provisions of this Article 29. LIBERTY GLOBAL shall notify SUPPLIER in writing of its discovery of a defect or non-conformity of the Goods within 2 (two) calendar months after discovery of such defect or non-conformity.

**29.2** In case of a defect or non-conformity of the delivered Goods, LIBERTY GLOBAL has the right to require SUPPLIER to supplement, replace or repair the Goods at SUPPLIER’s cost and expense within a reasonable period of time to be determined by LIBERTY GLOBAL or to rescind the Contract, in whole or in part. SUPPLIER shall compensate LIBERTY GLOBAL for any damages, losses and costs suffered as a result of such defect, the handling of such defect, or non-conformity and/or rescission. Any and all expenses borne by LIBERTY GLOBAL relating to defective Goods or Goods which do not conform to the Contract, including but limited to costs for materials, transport costs, travel expenses and labour costs, shall be reimbursed immediately by SUPPLIER, without prejudice to any other rights LIBERTY GLOBAL may have in respect of such Goods.

**29.3** If LIBERTY GLOBAL requires SUPPLIER to supplement, replace or repair the Goods, LIBERTY GLOBAL has the right to make such supplements, replacements or repairs itself, or to instruct a third party to do so, at SUPPLIER’s cost and expense, if the Goods are required without delay or if SUPPLIER fails to supplement, repair or replace the Goods within the reasonable period stipulated in Article 29.2.

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

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



## Article 30 Documentation

- 30.1** If requested by LIBERTY GLOBAL, SUPPLIER shall or shall procure that LIBERTY GLOBAL is provided, in advance of delivery, with the Documentation including, without limitation, sufficient drawings, instructions and a functional description to allow LIBERTY GLOBAL to install, operate and maintain the Goods, including details of any special environmental controls required to ensure that the Goods meet the agreed specifications.
- 30.2** SUPPLIER shall supply, at LIBERTY GLOBAL's request, free of charge for each type of Goods supplied (in English or, where available in LIBERTY GLOBAL's local language), an agreed number of technical and/or installation manuals approved by SUPPLIER's technical publications department or any other authorised source.
- 30.3** In the event that LIBERTY GLOBAL requires publication of internal manuals, SUPPLIER shall make available information, on electronic media if appropriate, to include:
- (a) the physical, electrical and environmental characteristics for the Goods;
  - (b) the technical description of the Goods, including circuit, logic and wiring diagrams;
  - (c) detailed drawings of spare parts for the Goods to facilitate maintenance and repair;
  - (d) instructions for routine maintenance including a list of tools required; and
  - (e) installation drawings and instructions together with operating instructions.
- 30.4** SUPPLIER warrants that furnishing the information referred to in Article 30.3 to LIBERTY GLOBAL shall not infringe any Intellectual Property Rights of any third party.

## Article 31 Spare Parts

- 31.1** SUPPLIER agrees to supply spare parts required by LIBERTY GLOBAL for the Goods for a minimum period of 5 (five) years from the expiry of the warranty period referred to in Article 28.2(b) of the last Purchase Order placed for Goods. SUPPLIER also agrees that it shall give (i) at least 12 (twelve) months' notice of the expiry of such period or of its ceasing to manufacture any spare parts to LIBERTY GLOBAL to enable a final purchase of parts to be made and (ii) a further 6 (six) months following the expiry of such notice as referred to in subparagraph (i) above in which LIBERTY GLOBAL may make such purchase.

- 31.2** SUPPLIER shall supply a full and recommended spare parts list, and where appropriate details of sources of such spares, with prices in advance of delivery of the Goods.
- 31.3** SUPPLIER shall ensure that spare parts are configured in accordance with the Goods (including both current and previous specifications).
- 31.4** Where SUPPLIER decides to withdraw availability of any Goods in whose territory such Goods are becoming end of life, it shall:
- a) give a duly authorized LIBERTY GLOBAL representative (i) at least 6 (six) months' written notice of its intention to so withdraw such Goods together with confirmation of the exact date on which the Goods will become end of life and (ii) a further 3 (three) months following the expiry of such notice as referred to in subparagraph (i) above in which LIBERTY GLOBAL may make a final purchase;
  - b) provide all reasonable assistance to LIBERTY GLOBAL to find a suitable alternative for such Goods, whether from SUPPLIER or a recommended third party; and
  - c) provide written notification to a duly authorized LIBERTY GLOBAL representative (as part of the notice of withdrawal) as to the last day on which orders can be placed for such Goods, and how long SUPPLIER will continue to provide support for any Goods that become end of life. For the avoidance of doubt, SUPPLIER shall ensure that it is capable of providing support for at least 5 (five) years from the date of end of life of any Goods, save where mutually agreed otherwise in writing.
- 31.5** If SUPPLIER makes changes to the Goods, it warrants that any such changes shall not adversely affect the operation of the Goods. Subject to the foregoing, in the event of a change to the Goods provided through any Software, firmware, hardware or firmware upgrade, SUPPLIER shall ensure that all existing Equipment installed by LIBERTY GLOBAL is able to continue to operate fully with the Goods so changed, without adversely affecting the operation of LIBERTY GLOBAL's network and without any additional cost to LIBERTY GLOBAL. Where new components are introduced into a family of Goods, SUPPLIER shall ensure that these components are able to coexist with the Goods as already deployed without adversely affecting the operation of LIBERTY GLOBAL's network and without any additional cost to LIBERTY GLOBAL.



**Article 32**  
**Source Code Escrow**

- 32.1** SUPPLIER shall ensure that a copy of the Source Code is deposited with an escrow agent nominated by LIBERTY GLOBAL promptly and at the latest within forty five (45) days of the date of a Contract.
- 32.2** LIBERTY GLOBAL shall be entitled to receive a copy of the Source Code from such escrow agent upon the occurrence of release events defined for such purposes by LIBERTY GLOBAL including, without limitation, the insolvency of SUPPLIER or material breach by SUPPLIER of its obligation under the relevant Contract or these General Conditions.
- 32.3** The cost of compliance with the requirements regarding Source Code as specified in this Article shall be for the account of SUPPLIER.



## PART D Specific Terms and Conditions Relating to Processing of Personal Data by SUPPLIER

If and to the extent the Contract involves the processing by SUPPLIER of personal data controlled by LIBERTY GLOBAL or its Affiliates (“Personal Data” and any such controller Affiliate being an “Additional Data Controller”), the specific terms and conditions of this Part D shall apply to the Contract together with the provisions of Part A and either or both of Part B and C, unless specifically provided otherwise. Each Additional Data Controller shall be the controller in relation to its own Personal Data and shall be entitled to enforce rights under this Part D against SUPPLIER as a third party beneficiary in respect of its own Personal Data as if it was LIBERTY GLOBAL.

“Data Protection Legislation” means all Applicable Laws relating to the processing of personal data and privacy including the EU Data Protection Directive 95/46/EC and the European Union’s General Data Protection Regulation (EU) 2016/679, including all regulations made under them and any amendment or re-enactment of any of them and including, where applicable, the guidance and codes of practice issued by Governmental Authorities and “personal data”, “process(ing)”, “controller”, “processor”, “data subject” and “data breach”, shall have the meanings given to them in the Data Protection Legislation;

### Article 33 Data Protection

**33.1** SUPPLIER represents, warrants and undertakes as follows:

- (a) SUPPLIER shall at all times comply with the Data Protection Legislation in relation to Personal Data processed by it;
- (b) SUPPLIER shall only process Personal Data:  
(i) on behalf of LIBERTY GLOBAL, in accordance with this Part D and LIBERTY GLOBAL’S documented instructions and only to the extent, and in such a manner, as is reasonably necessary to provide the Services and/or Goods under the Contract; or (ii) as required by Applicable Law provided that, to the extent legally permitted, SUPPLIER first informs LIBERTY GLOBAL of such legal requirement;
- (c) SUPPLIER shall not disclose any Personal Data to any third party and/or appoint any third party as a sub-processor of Personal Data without the prior written consent of Liberty Global and: (i) prior to any such

disclosure or appointment SUPPLIER shall enter into a written agreement with each such approved third party containing obligations on it in relation to Personal Data that are equivalent to, and no less onerous than, those set out in this Part D and promptly upon request, provide details of any such agreement to LIBERTY GLOBAL; and (ii) SUPPLIER shall remain fully liable for any breach of this Part D by any such third party;

- (d) SUPPLIER shall not transfer Personal Data (including via electronic media) to any country outside the EEA or Switzerland without the prior written consent of LIBERTY GLOBAL and additionally the entry into a data transfer agreement with LIBERTY GLOBAL and SUPPLIER in such form (based on the EU model contract clauses) as may be approved by LIBERTY GLOBAL in writing;
- (e) SUPPLIER shall maintain data secrecy in accordance with applicable Data Protection Legislation and shall take all reasonable steps to ensure that: (i) only those if its personnel that need to have access to Personal Data are given access and only to the extent necessary to provide the Services and/or Goods; and (ii) its personnel entrusted with the processing of, or who may have access to, Personal Data are familiar with the requirements of data protection, are subject to appropriate confidentiality obligations and at all times act in compliance with this Part D;
- (f) SUPPLIER has implemented (and shall comply with) all appropriate technical and organisational measures (including those specified in LIBERTY GLOBAL’S Security Requirements) to ensure best practice security of the Personal Data, to ensure that processing of the Personal Data is performed in compliance with the applicable Data Protection Legislation and to ensure the protection of the Personal Data against accidental or unauthorised access, alteration, destruction, damage or loss as well as against any other unauthorised processing or disclosure. SUPPLIER shall promptly notify LIBERTY GLOBAL in writing if the technical and organisational measures it has taken do not fulfil the foregoing requirements;
- (g) SUPPLIER shall provide LIBERTY GLOBAL with such assistance and co-operation as LIBERTY GLOBAL may reasonably request to enable it to comply with any obligations imposed on it by Data Protection Legislation in relation to Personal Data processed by SUPPLIER, including, but not limited to: (i) promptly providing written information





regarding the technical and organisational measures which SUPPLIER has implemented to safeguard Personal Data; (ii) disclosing full and relevant details in respect of any and all government, law enforcement or other access protocols or controls which it has implemented; (iii) notifying LIBERTY GLOBAL as soon as possible (to the extent legally permitted), of any access request for disclosure of any Personal Data by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction; and (iv) on request, supporting LIBERTY GLOBAL in the provision of information regarding the Personal Data and its processing that LIBERTY GLOBAL is legally required to provide to any third party. As far as legally permitted, SUPPLIER shall not disclose or release any Personal Data in response to any request referred to in (iii) without first consulting with and obtaining LIBERTY GLOBAL'S prior written consent.

- (h) SUPPLIER shall inform LIBERTY GLOBAL immediately of any enquiry, complaint or other communication in connection with the Contract or LIBERTY GLOBAL'S compliance with Data Protection Legislation from any Governmental Authority or any individual, which SUPPLIER or any of its sub-processors receives and shall provide all necessary assistance to LIBERTY GLOBAL to enable it to respond to such enquiries, complaints or other communications and to comply with Data Protection Legislation. SUPPLIER shall not respond to any such enquiry, complaint or other communication without LIBERTY GLOBAL'S prior written consent except where it is legally required to do so and in this case (to the extent legally permitted) SUPPLIER shall notify LIBERTY GLOBAL in writing and in due time prior to providing the information, of the recipient, the date and time, the content of the information to be issued, and the legal basis thereof.
- (i) SUPPLIER shall notify LIBERTY GLOBAL immediately in writing if it becomes aware of any data breach and provide LIBERTY GLOBAL, as soon as possible, with complete information relating to any data breach, including, without limitation, the nature of the breach, affected Personal Data, data subjects and personal data records, remedial measures taken, possible consequences and any other information LIBERTY GLOBAL reasonably requires. SUPPLIER shall maintain a log of data breaches including facts, effects and remedial action taken, shall, at its own cost, take all steps to restore, re-constitute and/or reconstruct any Personal

Data which is lost, damaged, destroyed, altered or corrupted as a result of a data breach, with all possible speed and shall provide LIBERTY GLOBAL with all reasonable assistance in respect of any such data breach.

- (j) SUPPLIER shall implement appropriate technical and organisational measures to provide LIBERTY GLOBAL with co-operation and assistance in complying with any data subject rights under the Data Protection Legislation (including access requests, right to be forgotten and data portability) received in connection with LIBERTY GLOBAL;
- (k) SUPPLIER shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of LIBERTY GLOBAL containing such information as required under Data Protection Legislation and shall make such records available to LIBERTY GLOBAL on request in a timely manner, where reasonably requested by LIBERTY GLOBAL. LIBERTY GLOBAL may disclose such records to a relevant Governmental Authority.
- (l) SUPPLIER shall permit LIBERTY GLOBAL, or a third-party auditor acting under LIBERTY GLOBAL'S direction, to conduct, at LIBERTY GLOBAL'S cost, data privacy and security audits, assessments and inspections concerning SUPPLIER'S data security and privacy procedures relating to the processing of Personal Data, and its compliance with any Contract and Data Protection Legislation. LIBERTY GLOBAL may, in its sole discretion, require SUPPLIER to provide evidence of its compliance in lieu of such an audit;
- (m) SUPPLIER shall notify LIBERTY GLOBAL prior to adopting a new or updated type of processing (including, without limitation, using new technology to continue current processing) in respect of Personal Data and on request shall participate in a data protection impact assessment in respect of such new or updated type of processing, as required from time to time by LIBERTY GLOBAL and shall assist LIBERTY GLOBAL when it consults with Governmental Authorities in relation to high risk processing; and
- (n) promptly after termination of the relevant Contract or earlier upon request of LIBERTY GLOBAL, 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 its nominee) all Personal Data and copies thereof in its possession as well as any processing products produced with such Personal Data. The deletion and/or destruction thereof are to be documented in a suitable manner and evidenced to LIBERTY GLOBAL. SUPPLIER shall not acquire any rights (including any retention rights) in the Personal Data processed under any Contract.

**33.3** SUPPLIER shall indemnify LIBERTY GLOBAL for all losses, claims, damages, costs, expenses, fines or other liabilities suffered or incurred by the LIBERTY GLOBAL Group as a result of SUPPLIER'S breach of this Part D.



## Appendix 1 - Security Schedule

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

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

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

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

and dissemination and processes that secure data (including the Data) during system or network changes; and

(x) routinely reviewing and updating network technology, anti-virus programs, backup systems, and other technological security systems.

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

### Breach Notification Procedures.

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

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

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

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

