

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service apply to services (“**Services**”) ordered by you, the Customer, for RRsat Global Communications Network Ltd. (“**RRsat**”) pursuant to a valid and binding service order or agreement (“**Service Order**”). By executing the service order you agree to 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 Service Order.
- 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 RRsat 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, RRSAT has the right to amend any technical configuration at any time.

2 TERMINATION

- 2.1 RRSAT shall be entitled to interrupt the Services and/or terminate this Service Order, at RRsat’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, RRSAT will notify Customer and will provide Customer with seven (7) 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 Service Order and as such, in the event of early termination of the Service Order 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 RRSAT 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 RRSAT 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 RRsat.
 - 3.2 IN NO EVENT SHALL RRSAT 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 RRsat 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 RRsat 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 RRSAT in writing of such failure, RRSAT 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, RRSAT’S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE ORDER 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 RRsat for transmission (“**Content**”) rests with the Customer.
 - 4.2 RRsat may have access to the Content to verify the successful transmission of the signal and RRsat 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 RRSAT that its Content will not breach: (i) Any act or regulation of the State of Israel and/or 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

Customer will indemnify RRsat, including its shareholders, directors, officers and employees, and keep it harmless from and against any Proceedings brought against RRSAT 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 RRsat.

6 ASSIGNMENT

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

7 FORCE MAJEURE

No failure or omission by RRsat to carry out or observe any of the terms and conditions of the Service Order or these Terms and Conditions of Service shall give rise to any claim against RRsat or be deemed a breach if such failure or omission arises from any cause beyond the reasonable control of RRsat, 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

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 Service Order for any reason whatsoever.

9 GOVERNING LAW AND JURISDICTION

The Service Order and these Terms and Conditions shall be governed and construed in accordance with the laws of the State of Israel, and the courts of Tel Aviv, Israel, shall have sole jurisdiction over any conflict and/or dispute arising out of, or in connection to, the Service Order.

10 ENTIRE AGREEMENT, CHANGES

These Terms and Conditions of Service, together with the Service Order, constitute the entire agreement between the parties with respect to the subject matter of the Service Order 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 Service Order, the terms of the Service Order shall prevail. RRsat 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 RRsat's web site at: <http://www.rrsat.com>