

**ARRIS GLOBAL LIMITED**

**AND**

**FREESAT (UK) LIMITED**

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**AMENDMENT FIVE**

**TO**

**PRODUCT SUPPLY AGREEMENT**

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**THIS AMENDMENT NUMBER FIVE** (the “**Amendment**”) to the Agreement, hereafter described, is made this \_\_\_\_\_, with effect from the date of last signature of this Amendment (herein referred to as the “**Amendment Effective Date**”) by and between:

- (1) **ARRIS GLOBAL LIMITED**, a company registered under the laws of England and Wales, with its principal place of business at Victoria Road, Saltaire, West Yorkshire, BD18 3LF, United Kingdom (hereinafter referred to as “**ARRIS**”); and
- (2) **FREESAT (UK) LIMITED**, a company registered under the laws of England and Wales, with its registered office at Fieldfisher LLP, Riverbank House, 2 Swan Lane, London, EC4R 3TT, (hereinafter referred to as “**Freesat**”); and

Each of whom may individually herein be referred to as “**Party**”, and collectively herein referred to as the “**Parties**” declare to have agreed the following:

**RECITALS:**

- (A) ARRIS and Freesat entered into a Product Supply Agreement for the supply of set top boxes, effective 10 December 2019 (as subsequently varied by the Parties and detailed below) (the “**Agreement**”);
- (B) On 3 February 2020, the Parties entered into (i) Amendment One to the Agreement to add buffer stock terms to the scope of the Agreement; and (ii) Amendment Two to the Agreement to update the over shipment and pricing provisions in the Agreement;
- (C) The Parties subsequently entered into Amendment Three on 11 January 2022 to amend the Agreement to agree a fixed price for the supply of a fixed quantity of Products under the terms of the Agreement and to make further arrangements regarding the provision of Buffer Stock and Amendment Four on 19 December 2022 to amend the Agreement to in order to vary the terms for completion of GA2 (as defined in Section 16.1.3 of Schedule 1 (*Specification*) of the Agreement).
- (D) The Parties now wish to amend the Agreement further in order to add terms for the provision of signed releases from the end of the Software Warranty Period in Schedule 11 (Software Support and Maintenance) as further described in this Amendment.

The “**Agreement**” (as defined above) shall include Amendment One, Amendment Two, Amendment Three and Amendment Four.

**AGREEMENT:**

**NOW THEREFORE**, in consideration of the Parties on-going business relationship, including ARRIS’s continuing supply of Products and other good and valuable consideration hereunder, the Parties mutually agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The Recitals are incorporated herein and shall constitute a part of this Amendment.
- 1.2 All definitions set forth in the Agreement shall apply hereto, except as otherwise expressly defined herein.

## **2. AMENDMENT TO AGREEMENT**

In accordance with Clause 44 (*Variation*) of the Agreement, with effect from the Amendment Effective Date, the Parties agree to vary the Agreement as follows:

### **2.1 Services available for Signed Software Releases :**

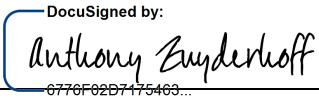
- 2.1.1 The Parties agree that if Freesat require an ARRIS signed Hotfix release under Clauses 3(c) and/or 4(b) of the Software Maintenance Annex set forth in Schedule 11 (Software Support and Maintenance) of the Agreement after the end of the Software Warranty Period, such Hotfix release will be provided subject to Freesat paying a fee of \$9,000 (nine thousand US Dollars) per Hotfix release in accordance with the Pricing Annex set forth in Schedule 11.
- 2.1.2 The Parties further agree that if Freesat require any other ARRIS signed release, including any GA Release software, under Clauses 3(c) and/or 4(b) of the Software Maintenance Annex set forth in Schedule 11 (*Software Support and Maintenance*) of the Agreement after the end of the Software Warranty Period, such release will be provided subject to Freesat paying a fee of \$5,000 (five thousand US Dollars) per release in accordance with the Pricing Annex set forth in Schedule 11.
- 2.1.3 ARRIS will not be able to commence work on any signed release under the terms of Clauses 2.1.1 and 2.1.2 above until after such time that Freesat provide to ARRIS a resolution to the bug, error or fault and to be incorporated in the Hotfix by ARRIS.
- 2.1.4 Subject to Clause 2.1.3, if Freesat request a Hotfix release under Clause 2.1.1 above, such request will be treated as Severity Level 1 and the signed Hotfix release will be concluded within the corresponding Workaround Implementation Time.
- 2.1.5 Subject to Clause 2.1.3, if Freesat request a signed release under Clause 2.1.2 above, such request will be treated as Severity Level 2 and the signed release will be concluded with the corresponding Workaround Implementation Time.
- 2.1.6 All releases requested by Freesat under Clauses 2.1.1 and 2.1.2 must be requested via TAC.

## **3. ENTIRE UNDERSTANDING**

- 4.1 Notwithstanding anything to the contrary in other agreements, Purchase Orders or order acknowledgments, the Agreement and this Amendment set forth the entire understanding and obligations regarding the matters described herein, implied or expressed and there are no other terms, conditions, representations or understandings governing the rights or obligations of the Parties, including without limitation any side or letter agreements.
- 4.2 In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail. Except as specifically stated in this Amendment, the Agreement is in all other aspects ratified, confirmed, and continues in full force and effect.

IN WITNESS WHEREOF, ARRIS and Freesat have entered into this Amendment as of the date first above written by its duly authorised representative.

ARRIS GLOBAL LIMITED


By:  DocuSigned by:  
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Name: Anthony Zuyderhoff

Title: SVP

Date: 26 April 2023

FREESAT (UK) LIMITED

By:  DocuSigned by:  
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Name: Eric Mitchell

Title: CFO

Date: 01 June 2023