

**SERVICE UPLOADING
AND
SOFTWARE LICENSING AUTHORITY
CONTRACT**

Article 1: PARTIES

1.1 This Contract was concluded between **TÜRKSAT Uydu Haberleşme ve Kablo TV İşletme A.Ş.**, resident at the address of Konya Yolu 40. km 06839 Gölbaşı/Ankara (hereinafter referred to as “**TÜRKSAT**”) and the **Right Holder**, and the terms and conditions contained in this Contract shall constitute a binding agreement between **TÜRKSAT** and the **Right Holder** (hereinafter referred to as the **Parties**).

1.2 In addition, in case this Contract is concluded with any commercial enterprise, the company official shall be solely and jointly responsible as the **Covenantor** in respect of the Right Holder’s obligations under this Contract.

1.3 Covenantor: The person who, in the capacity of a covenantor in respect of the Right Holder’s acts pursuant to article 110 of the Code of Obligations, guarantees performance by the Right Holder of the provisions of this Contract in full and in a timely manner, and accepts and undertakes that, in case the Right Holder fails to perform its obligations, he shall, immediately upon the first written request, bear any damages and losses to be incurred by TÜRKSAT and its rights and receivables arising from the Contract, without being limited to the term of this Contract and without any need for applying to the Right Holder first or obtaining any court decision.

Article 2: SUBJECT MATTER AND SCOPE

It sets forth the terms and conditions on which the Right Holder grants authority to TÜRKSAT in order for the Right Holder’s computer programs, which are regarded as Work under the Law on Intellectual and Artistic Works no. 5846 (hereinafter referred to as “Work” or “Software”), to be licensed by TÜRKSAT to third persons through the platform smartservices.turksat.com.tr , and the terms and conditions concerning the mutual rights and obligations of the Parties and the Covenantor. The Right Holder who uploads the Work to the platform smartservices.turksat.com.tr shall be referred to as the “Service Uploader”.

Those third persons who wish to use the relevant Work by subscribing to it through smartservices.turksat.com.tr shall be referred to as “User(s)”.

DETAILS OF THE PARTIES

Address :

TÜRKSAT Uydu Haberleşme Kablo TV ve İşletme A.Ş.
Yağlıpınar Mahallesi Türksat (Küme Evler) İdari bina Apt. No:1 Gölbaşı/ANKARA
Phone : +90 312 925 3000
Fax : +90 312 925 2900
Email: info@turksat.com.tr

The address and contact information of the Right Holder entered on the website smartservices.turksat.com.tr at the stage of membership form an integral part of this Contract,

and the specified addresses shall be deemed as the legal notification addresses of the Parties in the implementation of this Contract. Any notices, requests, and other notifications sent hereunder shall be served to the notification addresses and e-mail addresses of the Parties which are specified in this article. In case of any change to the notification address of any of the parties, the new notification address shall be notified to other Party(ies) within 3 (three) business days at the latest. Otherwise, the Parties accept that, notices and notifications sent to these addresses shall have all the effects and consequences of a legally valid notification, and the party whose address is changed but who made no notification shall be responsible for the obligations which might arise due to failure to notify the address change in due time. Any notification to be made between the Parties in relation to this Contract shall be made through a notary or by return receipt requested registered mail or by hand delivery against authorized signature.

However, pursuant to article 18/3 of the Turkish Commercial Code no 6102, notices or warnings which relate to putting the other party into default, the termination of the contract and rescission of the contract shall be sent through a notary, via registered mail, by telegraph or via registered electronic mail by using secure electronic signature, and they shall be valid in case they are sent in this manner.

Article 3: LICENSING RIGHTS AND AUTHORITIES GRANTED TO TÜRKSAT FOR LICENSING TO THIRD PERSONS OF THE SOFTWARE/WORK

3.1 The Right Holder grants to TÜRKSAT a licensing right and authority for licensing to third persons of all the below listed rights and authorities held by them on their Software. In this context, TÜRKSAT is authorized to license to third persons the below listed rights and authorities in relation to the Work. Accordingly, **the Right Holder accepts and declares that it has irrevocably granted to TÜRKSAT the right and authority to license the following rights to third persons, without any limitation in terms of time, place, quantity and content and in such a way so as to be valid all around the world:**

3.2 Any **Right of Adaptation** of the Work or the adaptations thereof, arising from the Work and set forth by articles 21 and 38 of the Law on Intellectual and Artistic Works, to use; change; reproduce according to the workload of the User; backup; transfer between systems; remove from backup; restrict to internet access; direct; keep records as required by legislation and security; and any suchlike procedures required to keep the service (Work) safe, alive and accessible technically;

3.3 Any **Right of Reproduction** of the Work and/or the adaptations thereof, set forth by article 22 of the Law on Intellectual and Artistic Works, in different formats with any printing technique or electronic detection method, temporarily or permanently in any environment including physical environments and digital environments including but not limited to fixed or portable computers, any digital environments including internet, DVD, VCD, CD MP3, video (VHS, Betacam, digital), devices

enabling the transmission or repetition of signs, sounds and/or

images, iPad, iPod, iPhone and similar smart devices and mobile phones and other mobile media where mobile technology is used, with any printing technique or electronic detection

method transmitting sounds and/or images which are known or not known but will start providing service in the future depending on technological developments;

3.4 The right of Distribution, Leasing and Lending with any method set forth by article 23 of the Law on Intellectual and Artistic Works;

3.5 The Right of Direct and Indirect Performance set forth by article 24 of the Law on Intellectual and Artistic Works, in such ways as reading and displaying on public premises on any media including but not limited to DVD, VCD, MP3, video (VHS, Betacam, digital), other image transmitters and those image transmitters which may be developed in the future and/or by recording in any environment with any printing technique or electronic detection method and/or directly or by means of devices enabling the transmission of signs, sounds or images;

3.6 The Right to Communicate to the Public, Grant Access to the Public, Broadcasting and Re-Broadcasting/Transmission set forth by article 25 of the Law on Intellectual and Artistic Works, at home and in abroad, on television, radio and fixed or portable computers by cable, satellite, terrestrial, digital, analogous, encrypted/non-encrypted, free/pay, basic pay tv, premium pay tv, closed circuit tv and in other ways and in other means to be developed in the future, on any active and digital environment including the internet, including but not limited to DVD, VCD, CD MP3, video GSM, EDGE, UMTS, 2.5G, 3G, LTE, 4G, DVBH, CDMA, mobile TV, mobile streaming, mobile live streaming, catch-up WEBTV, IPTV (*multi angle/channel service, time-shift tv, NVOD, Portal Service, F-VOD, S-VOD, T-VOD, N-VOD, PPV*) and mobisode and other devices enabling the transmission of signs, sounds and/or images, including the internet protocol television (IPTV) and video on demand (VOD) rights, which constitute a form of broadcasting where encrypted or non-encrypted tv channels and stored video contents are converted into internet protocol packages and broadcast to the end user through broadband internet access technologies and users can watch them on television by converting the incoming data into a tv signal by a modem or set top box, including live streaming, catch-up and interactive applications, mobile technologies, iPad, iPod, iPhone and similar smart devices and mobile phones and other mobile media where mobile technology is used (including but not limited to GSM, EGDE, UMTS, 2.5G, 3G, LTE, 4G, DVBH, CDMA etc.), and any devices and media transmitting sounds and images which are not known yet but will start providing service in the future depending upon technological developments;

3.7 The Authority to Exercise the Moral Rights set forth by the Law on Intellectual and Artistic Works,

3.8 The Promotion Rights in relation to exercise by TÜRKSAT or by third persons of the rights to be licensed by TÜRKSAT, on any media or on packages of the products in connection with the Work or on any other promotion materials or in virtual environment for advertisement and promotion purposes; and the **Merchandising Rights** including the **product placement rights** in relation to the Work, which include the rights of putting them in a commercial place and benefitting from them and using them in this way in any environment including digital environments;

3.9 The Rights of Mobile and Interactive Applications, which include, including but not limited to IVR (Interactive Voice Response), SMS, MMS, EMS, mobile tv applications, interactive applications, mobile phone ring (including but not limited to realtones, ringtones, ring backtones and others in relation to the authentic musics or dialogues in the Work if any)

applications, logos and pictures in relation to any images contained in the Work, wall paper applications, screen saver, mobisodes, java games, survey and voting, call-voting, webshop, SMS&win, info services, widget/ infobar applications and video-clip and all other applications and other applications which may be developed in the future

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3.10 Upon delivery of the Work to TÜRKSAT by means of installation by the Service Uploader or automatic installation on any device and/or media by using any printing technique or electronic detection method with access through the platform smartservices.turksat.com.tr , all of the above listed licensing authority arising from the Work shall pass to TÜRKSAT without the need for any other procedure.

Article 4: COMPLIANCE OF THE WORK WITH THE LEGISLATION AND WARRANTY

4.1. The Right Holder and the Covenantor declare and undertake that the Right Holder is authorized and competent and has no impediment to conclude this Contract and to license to TÜRKSAT the licensing rights specified in this Contract, and third persons have no rights in this respect.

4.2. The Right Holder and the Covenantor represent and undertake that third persons have no rights over the Work, and they are irrevocably liable for any claims which have arisen or may arise pursuant to the Law on Intellectual and Artistic Works. Within the framework of this liability, they represent, accept and undertake that they shall immediately assume and pay for any rights and/or claims that may be brought against TÜRKSAT. In this context, the Right Holder and the Covenantor accept and undertake that the Work is in compliance with the mandatory provisions of the law, that it is an authentic work of art which doesn't contain any excerpt or plagiarism from another work, that in case any warning, administrative penalty and/or any sanction is imposed and/or notified to be imposed on TÜRKSAT in relation to the work subject to this Contract, they shall immediately assume liability and immediately pay on behalf of TÜRKSAT any fine which may be imposed and/or they shall be offset against those amounts which are to be paid to them by TÜRKSAT, and they shall immediately cover any pecuniary and non-pecuniary damages to be incurred by TÜRKSAT, without the need for any second warning, notification and court decision.

Article 5: DELIVERY OF THE WORK AND APPROVAL OF THE CONTRACT

5.1. The Right Holder shall deliver its Work to TÜRKSAT in electronic environment by means of installation by the Service Uploader or automatic installation through TÜRKSAT's platform smartservices.turksat.com.tr ; and the Right Holder accepts and declares that, upon delivery of the Work in this manner, all the above listed licensing authority arising from the Work shall pass to TÜRKSAT, that they have given APPROVAL to this Contract, that this approval shall be a written form requirement within the meaning of article 52 of the Law on Intellectual and Artistic Works, and they shall not subsequently make any objection in this respect in such manner that is contrary to their own consent and approval.

5.2. The Service Uploader shall be deemed to have accepted on its own behalf or on behalf of its employer or the organization/customer represented by it, that it has accepted this Contract

by clicking the “Approval” checkbox which is found on the service uploading page on the website smartservices.turksat.com.tr , and that they shall comply with this Contract and the provisions thereof.

Article 6: RIGHTS AND OBLIGATIONS OF PARTIES

6.1. Rights and Obligations of the Service Uploader

6.1.1. The Service Uploader accepts and undertakes that, it will act in compliance with all the terms and conditions contained in this Contract, with the rules that they are required to comply, and with all the legislation in force, and they have read and understood each of the above-specified terms and conditions and rules.

6.1.2. The Service Uploader accepts that, if, in cases where TÜRKSAT is obliged to make a disclosure to Turkish official authorities pursuant to the mandatory provisions of Turkish Law, such information are duly required by official authorities, it shall be authorized to disclose to the official authorities the confidential and commercial information of Users, and no compensation shall be claimed from it for this reason under any name whatsoever.

6.1.3. The Service Uploader accepts that it is fully responsible for ensuring security of the payment details in relation to the Work that they will select for the purpose of benefitting from the services provided, for ensuring that their internet and financial accounts are used exclusively and solely by them, and for ensuring their protection against third persons. The Service Uploader is also responsible for the damages incurred or to be incurred by other Users or third persons due to omissions and faults.

6.1.4. The Service Uploader cannot assign this Contract or their rights and obligations under this Contract in part or in whole to any third person.

6.1.5. The legal and penal liability related to the Service Uploader’s actions and transactions on the website smartservices.turksat.com.tr shall rest with them. Each real or legal person (Service Uploader) accepts and undertakes that, they shall not reproduce, copy, distribute or adapt the Works contained in the website smartservices.turksat.com.tr in such a way that violates the real or personal rights, property or intellectual property rights of third persons or they shall not upload the contents specified in this hereby article on the website smartservices.turksat.com.tr in a way to bear such consequences, and they shall not get into competition with TÜRKSAT directly or indirectly by way of these acts and in other ways.

6.1.6. The Service Uploader accepts, declares and undertakes that, they are obliged to perform the measurements and transactions required under the relevant legislation in the capacity of advertiser, taxpayer or similar capacities in relation to those transactions carried out by them on the website smartservices.turksat.com.tr , that TÜRKSAT has no authority and responsibility in relation to these measurements and transactions, and that they will be responsible for the damages incurred or to be incurred by other real or legal person Users and third persons due to all its omissions and faults which will result in the non-performance of the measurements and transactions in the scope specified in this article.

6.1.7. The Service Uploader accepts and declares that, from the moment they start to benefit from TÜRKSAT's services on the website smartservices.turksat.com.tr , all provisions of this Contract shall take effect on them.

6.2. Rights and Obligations of TÜRKSAT

6.2.1. TÜRKSAT accepts, declares and undertakes to perform the services referred to in this Contract on the terms and conditions specified in the Contract, and to install and operate the technological infrastructure necessary for the provision of the services specified under this Contract.

6.2.2. TÜRKSAT reserves its right to change, restrict access by third persons including the Service Uploader and delete at all times the services and contents provided on the website smartservices.turksat.com.tr . TÜRKSAT may exercise this right of it without making any notification and granting any time extension. The Service Uploader is obliged to perform the changes or corrections required by TÜRKSAT. The damages and legal and penal liabilities which have arisen or might arise due to failure of the Service Uploader to perform in time the aforementioned changes or corrections, shall completely rest with the Service Uploader.

6.2.3. TÜRKSAT may give links on the website smartservices.turksat.com.tr to other websites or e-commerce portals, files or contents owned and operated by those suppliers and other third persons which are not under control of TÜRKSAT. These links might have been provided by TÜRKSAT for ease of reference only. The aforementioned links have the characteristics of a declaration or warranty of any kind for the purpose of supporting the website to which they are directed or the operator thereof or aimed at the website or the information contained in it, and TÜRKSAT has no responsibility on the e-commerce portals, websites, files and contents accessed through these hereby links or the services provided by the aforementioned e-commerce portals and websites and the content thereof.

6.2.5. TÜRKSAT may at any time and in any manner it wishes, remove from access those messages, contents and Works which are in breach of functioning of the website smartservices.turksat.com.tr , the law, rights of others, terms and conditions of the Contract and general moral rules. It may also remove the content pursuant to those warnings made pursuant to the Law on Intellectual and Artistic Works no. 5846 and the Law on Regulation of Publications Made in Internet Environment and on the Fight Against the Offenses Committed Through These Publications no. 5651.

6.2.6. TÜRKSAT may at all times transfer its rights and responsibilities to third persons.

ARTICLE 7: CONFIDENTIALITY AND SECRECY OBLIGATION OF THE PARTIES

Definition of Confidential Information: Confidential Information shall cover any ideas, works, methods, infrastructures, progress and any innovations which are or are not subject to trade secrets or legal protection, disclosed by the disclosing party, its subsidiaries, partnerships, affiliates, companies, dealers, agents or employees to the other party, its subsidiaries, partnerships, affiliates, companies, dealers, agents or employees, and all the written or oral commercial, financial and technical information that the parties will come to know during the commercial relationship between them, written, invented, developed,

planned to be performed or put into practice by a party, whether or not appropriate for copyright, trade secret or other legal protections , including but not limited to any improvement ideas, methods, works and any innovations (including but not limited to infrastructure information, processes, models, advertisement, packaging and marketing plans, product plans, technical plans, business strategies, strategic alliances and partners, financial information, engineering information, data of products and services, any methods and processes, data, details of personnel, trade secrets, specifications, and any documents, materials and media delivered by a party to the other party), any oral, written, graphic or machine readable information and business and other plans that they disclose through their managers, representatives and employees to the other party's managers, representatives and employees, and even if confidential information and data are not specified in writing to be confidential or proprietary, they shall be regarded as confidential information.

Information Not Regarded as Confidential: Information which were previously known to one of the Parties without being subject to any confidentiality obligation, information which have become public without the fault of any of the Parties, and information declared by the Parties in written not to be confidential, are not included in the definition of confidential information.

7.1 PURPOSE

To fulfill the purpose of ensuring that those information mutually disclosed and/or provided by the Parties to each other, shall be kept confidential within the terms and conditions specified/described in this hereby contract and third persons shall not come to know them.

OBLIGATIONS

7.2 TÜRKSAT irrevocably accepts, declares and undertakes;

7.2.1 To protect in great confidentiality the confidential information subject to this contract, not to disclose them to any third person without the knowledge of the act, and not to use them directly or indirectly for any purpose other than for the purposes of the commercial relationship between them,

7.2.2 To exercise the same level of care that it exercises in protecting its own confidential information, in protecting the confidential information of the Right Holder as well,

7.2.3 To be entitled to disclose such information in cases where its obligatory to its employees who need to have such information as required by their job, and to warn its workers and employees about confidentiality of the information,

7.2.4 That the e-mails with digital signature and the mails sent by them to the Right Holder are a conclusive evidence pursuant to article 193 of the Code of Civil Procedure,

7.2.5 That, if the Right Holder which disclosed the information has a right of reservation with regard to those information required to be disclosed to competent authorities pursuant to the laws or regulations in force or a court decision taken or requests of administrative or judicial authorities, they can exercise this right, or if they will disclose the information, they shall inform TÜRKSAT of the fact that they will disclose this information to the competent authority,

7.2.6 That the Right Holder's confidential information and its rights over these information is its own property and disclosure of these information contains valuable trade secrets and they are not obliged to disclose their trade secrets to TÜRKSAT, and that TÜRKSAT cannot be held responsible for deficient works due to such information that it couldn't obtain,

7.2.7 That, if TÜRKSAT cannot provide a warranty on the wholeness, accuracy and precision of its own confidential information, it cannot make any claim for rights due to its own omission, fault and defect,

7.2.8 That it shall accept to comply with the rules specified in this Contract in relation to the confidential information disclosed by the Right Holder, and that the sanctions in case of non-compliance are also specified,

7.2.9 That it shall in no way distribute, disclose, make public, make subject to a press bulletin or advertisement the negotiations which resulted in the conclusion of this Contract or the negotiations under this Contract or those confidential information provided pursuant to this Contract, without obtaining the prior written consent of the Right Holder, except in cases where its obligatory and accepted by laws

7.3 Right Holder irrevocably accepts, declares and undertakes;

7.3.1 To protect in a great confidentiality the confidential information subject to this Contract, not to disclose them to any third person without the knowledge of the act, and not to use them directly or indirectly for any purpose other than the purposes of the commercial relationship between them,

7.3.2 To exercise the same level of care that it exercises in protecting its own confidential information, in protecting the confidential information of TÜRKSAT as well,

7.3.3 To be entitled to disclose such information in obligatory cases to their employees who need to have such information as required by their job, and to warn their workers and employees and the employees of their subcontractors
Which are within the Right Holder at that moment or during such works to be jointly carried out by the Parties later on, about confidentiality of the information,

7.3.4 That the e-mails with digital signature and the mails sent by them to TÜRKSAT are a conclusive evidence pursuant to article 193 of the Code of Civil Procedure,

7.3.5 That, if TÜRKSAT which disclosed the information has a right of reservation with regard to those information required to be disclosed to competent authorities pursuant to the laws or regulations in force or a court decision taken or requests of administrative or judicial authorities, they can exercise this right, or if they will disclose the information, they shall inform the Right Holder of the fact that they will disclose this information to the competent authority,

7.3.6 That TÜRKSAT's confidential information and its rights over these information are its own property and disclosure of these information contains valuable trade secrets and it is not obliged to disclose their trade secrets to the Right Holder,

7.3.7 That, if the Right Holder cannot provide a warranty on the wholeness, accuracy and precision of their own confidential information, it cannot make any claim for rights due to its own omission, fault and defect,

7.3.8 That it shall in no way distribute, disclose, make public, make subject to a press bulletin or advertisement the negotiations which resulted in the conclusion of this Contract or the negotiations under this Contract or those confidential information provided pursuant to this Contract, without obtaining prior written consent of the Right Holder, except for incases where its obligatory and accepted by laws

7.3.9 That the employees of the Right Holder shall, in respect of works which can possibly be performed on TÜRKSAT side, comply with the rules specified by TÜRKSAT's employees or set forth by TÜRKSAT in written,

7.3.10 That pricing, marketing, technical and other information containing valuable trade secrets cannot be used or disclosed without written consent by TÜRKSAT.

7.4 TÜRKSAT is under the obligation not to share with third persons the Right Holder's information in writing, orally and/or in electronic environment without written consent of the Right Holder.

7.5 The Confidential Information obtained in any manner and form by TÜRKSAT in relation to the Contract are exclusive to the Right Holder. TÜRKSAT represents, agrees and undertakes that, save for the circumstances where the Right Holder explicitly permits otherwise in writing, it shall keep confidential and preserve the said Confidential Information and it shall in no way disclose them in part or in whole to Third Parties or organizations either directly or indirectly, and that it shall use such information only in line with the purposes of a Contract to be concluded in the future.

7.6 The Confidential Information provided by any party shall be kept confidential by the other party and shall only be used within the scope of this Contract and shall not be used for any other purpose without the prior written consent of the party that provided the Confidential Information. The Parties may disclose Confidential Information only to their officers and Contracted employees who need such information in respect of works described in the Contract. The Parties shall, prior to such disclosure, give the personnel or person to whom such information shall be disclosed information and instructions regarding the obligations imposed on them by the Contract and, particularly by this article on confidentiality.

7.7 The subcontractors and other personnel within the body of the Right Holder are also included in the rules and restrictions specified in this article. The aforementioned personnel are liable for the protection in exactly the same manner of those information which are used or which emerge within the frame of the works performed and which are qualified as confidential. In case of breach of the aforementioned terms and conditions, the party which suffered the breach reserves its right to claim all material and non-material compensation from the party which caused the breach.

ARTICLE 8: PROTECTION OF CONFIDENTIALITY OF PERSONAL DATA

8.1 The Service Uploader is obliged to use any data shared with them by TURKSAT, which is defined as a “Personal Data” under the Law on the Protection of Personal Data no. 6698 (“LPPD”), only and solely for the performance of this Contract. The Service Uploader may in no way transfer these data to third persons or institutions or use them in another practice. [...] may not use in another work or distribute or transfer to third persons or institutions the Personal Data and the relevant documents obtained by them in consequence of the practices carried out by them in relation to the service under this contract.

8.2 The Service Uploader accepts and undertakes that all the Personal Data that they will transfer to TURKSAT during performance of the Work to be provided under this Contract shall be transferred in accordance with the provisions of LPPD, that they have fulfilled its disclosure obligation with regard to their personnel to be appointed and the data subjects whose Personal Data will be transferred by them, and that their express consents have been obtained where necessary.

8.3 The Service Uploader is obliged to keep the Personal Data that they have come to know during the performance of this Contract confidential, to take any measures for this purpose, to act in accordance with the confidentiality principles, to prevent use of the Personal Data by unauthorized persons, and to take any measures to protect them from any misuse. This obligation of the Service Uploader shall be effective for an indefinite period of time and survive even the termination of this Contract.

8.4 The Service Uploader accepts and undertakes that they have taken and shall take all the technical and administrative measures ensuring maximum security level, for the purpose of preventing unlawful processing of the Personal Data, ensuring their protection and preventing unlawful access to the Personal Data. The Service Uploader shall bear all civil, administrative and criminal liability that may arise in case of breach of this provision, and the Service Uploader shall provide indemnification for any damages to arise from breach of these provisions. [...] is obliged to immediately provide indemnification for these damages. In case such a breach occurs, TURKSAT has the right to immediately terminate the contract without paying any damages.

8.5 In case TURKSAT becomes obliged to pay damages to third persons or any administrative fines under the relevant legal regulations due to a breach by the Service Uploader of these provisions, TURKSAT shall be entitled to claim the amount of such damages and the accessories thereof from the Service Uploader. The Service Uploader shall pay the relevant amount to TURKSAT within 7 (seven) days following receipt by them of such claim. In case no payment is made, TURKSAT has the right and authority to claim this amount from the Service Uploader, together with its default interest at a rate to be calculated as fifty percent more than the highest interest rate from among the short-, medium- and long-term current interest rates declared by the Central Bank of the Republic of Turkey.

8.6 For the purpose of ensuring the implementation of LPPD at its own head office or its affiliates, or at the subcontractor companies with which they work with the written approval of TURKSAT, the Service Uploader is obliged to conduct the audits required under the law or have them conducted by third parties. By signing this contract, the Service Uploader has accepted and undertaken that TURKSAT’s internal system departments, independent external auditor and the Personal Data Protection Board (the “**Board**”) are authorized to require from

them any information and documents in relation to the service procured pursuant to this contract.

8.7 In case the personal data processed within the scope of performance of this Contract are unlawfully obtained by others, the Service Uploader shall immediately inform TURKSAT and the Board of this circumstance.

8.8 The Service Uploader is obliged to provide timely and correctly any information and documents to be required by the Board in the audits to be performed within the scope of the authorizations granted to the Board under Article 22 of LPPD, and to keep available for examination and to operate the records in relation thereto in any electronic, magnetic and similar media and all the systems and passwords necessary for access to these records and for making them readable.

8.9 The Service Uploader is obliged to take any security measures for the protection and non-disclosure of the personal data delivered to them by TURKSAT, to inform their personnel, to ensure that everyone authorized to access the personal data shall be bound by a confidentiality commitment, and to maintain the continuation of the same. The Service Uploader shall be solely liable for any and all damages which may arise from disclosure to third persons of the Personal Data obtained within the scope of performance of this Contract, in any way by their own personnel, whether during the period such personnel are employed by them or after they have left their job.

8.10 The Service Uploader accepts and undertakes that in case subcontractors are used in the performance of the whole or part of the service under this Contract, with the prior written consent of TURKSAT, the above-specified provisions shall be fully incorporated also into the contracts to be entered into with the subcontractors, and that they shall be jointly and severally liable together with such subcontractor companies to provide indemnity for any damage which may arise from breach of these provisions by such subcontractors.

8.11 The Service Uploader accepts and undertakes that, after termination of this Contract for any reason and depending on TURKSAT's choice, they shall either fully destroy all Personal Data obtained during performance of this Contract, together with their backups, and/or return them to TURKSAT, that they shall inform TURKSAT of any legislative provisions which may prevent them from performing this obligation, and that they shall take any necessary technical and administrative measures to secure the confidentiality of the personal data that are subject to transfer and shall cease all data processing activities.

8.12 The Service Uploader shall inform TURKSAT as soon as possible of legally binding requests of a judicial authority requiring the disclosure of any Personal Data to such judicial authority, and of any access to Personal Data by unauthorized persons.

8.13 The Service Uploader shall duly respond to the questions raised by TURKSAT under this contract, as soon as possible, and they shall comply with the decisions and opinions of the Board with regard to processing of the Personal Data that are subject to transfer.

8.14 TURKSAT is authorized to perform or procure the performance of audits at the facilities and workplace of the Service Uploader in order to determine whether or not the commitments and obligations of the Service Uploader are fulfilled. The Service Uploader accepts and undertakes that they shall make available to TURKSAT and/or persons appointed by TURKSAT their facilities and workplace for the purpose of exercising or ensuring the

exercise of this authority, they shall provide them with authorization to access the systems and the necessary documents, and they shall ensure fulfillment of the requests in this respect.

ARTICLE 9: AMENDMENTS TO THE CONTRACT AND INVALIDITY OF RECORDS

9.1. This Contract may at all times be amended unilaterally by TÜRKSAT completely at its own discretion, on the condition that such amendment is announced on the website smartservices.turksat.com.tr . The amended provisions of this Contract shall become valid starting from the date their announcement, and the remaining provisions shall remain valid and continue to bear their consequences. In case one or more provisions of the Contract becomes invalid, the remaining part of the Contract shall survive and be binding.

9.2. The Service Uploader accepts, declares and undertakes that, the electronic and system records, commercial records, book records and microfilm, microfiche and computer records kept by TÜRKSAT in its own database and servers shall constitute valid, binding, conclusive and exclusive evidence in respect of any dispute that might arise from this Contract, that it has released TÜRKSAT from the duty of tendering an oath in this respect, and that this provision shall be regarded as an evidential contract within the meaning of the relevant articles of the Code of Civil Procedure no. 6100.

ARTICLE 10: FORCE MAJEURE

10.1. Any event which are beyond the reasonable control of the relevant party and which cannot be prevented despite the due diligence of TÜRKSAT, including but not limited to natural disasters, riots, civil commotions, attempts, protest demonstrations, public demonstrations, wars, strikes, communication problems, infrastructure and internet failures, any system optimization or reconditioning operations and any failures that may arise therefrom, power outages and unfavorable weather conditions, shall be construed as a force majeure.

10.2. In case of events which are legally deemed as a force majeure, TÜRKSAT shall not be liable for delayed or incomplete performance of or failure to perform any of its obligations stipulated under this Contract. Such cases shall not be considered as a delay, incomplete performance or non-performance or default by TÜRKSAT or no compensation shall be claimed from TÜRKSAT in such cases.

ARTICLE 11: CANCELATION/TERMINATION

11.1. TÜRKSAT has the right and authority, in case of breach or non-performance by the Service Uploader of any article of this Contract or without showing any reason, to unilaterally put the Service Uploader into default, to terminate the Contract, to rescind the contract and to cancel this Contract and the licenses granted by it under the Contract, upon such written warnings and/or notices to be sent through a notary, via registered mail, by telegraph or via registered electronic mail by using secure electronic signature pursuant to article 18/3 of Turkish Commercial Code no 6100.

In case of termination, cancelation or expiry of this Contract, the Service Uploader or another person or legal personality covered by the license entrusted to the Service Uploader under this Contract shall have no other rights in relation to use of the Work.

11.2. The termination of this Contract shall not eliminate any payment obligation of the Service Uploader which has arisen prior the coming to an end of the Contract.

11.3. The provisions of this Contract shall survive the cancelation or termination of the Contract or the expiry of the term of the Contract. In this respect, whether the termination is made by TÜRKSAT or the Service Uploader shall not make any difference.

ARTICLE 12: GOVERNING LAW AND COMPETENT COURT

The implementation and interpretation of this Contract and management of any legal relationship arising from this Contract shall be governed by Turkish Law. Ankara Courts and Execution Offices shall have jurisdiction over the settlement of any dispute arising from this Contract.

ARTICLE 13: FINAL PROVISIONS

13.1 Any dispute which may arise from this Contract shall initially be settled by the Parties in good faith and through mutual effort. This Contract constitutes the only contract between the parties in relation to grant of the licensing rights of the work.

13.2 In case any article in this Contract becomes invalid for any reason, the remaining articles of the contract shall not be affected by this and they shall survive. Until such time a valid article is incorporated in writing to replace the article which has become invalid, an article which is closest in meaning to it and which will not damage the mutual expectations shall be deemed to have been incorporated. This last provision shall also apply to those articles which might have been forgotten in the Contract.

13.3 Türksat reserves its right to amend the terms and conditions of this Contract without making any notification.

13.4 The Parties and the Covenantor accept that their addresses and other contact information contained in this hereby contract are their correspondence and notification details. Any notifications to be made to these addresses shall be deemed to be valid unless the other party is informed in written of any change of address and contact details.

13.5 This Contract which consists of 13 (thirteen) articles was drawn up in electronic environment by obtaining the acceptance and approval of the Parties, and a copy of it shall also be sent to the Right Holder in electronic environment.

COVENANTOR - RIGHT HOLDER

TÜRKSAT