

Standard Terms and Conditions of Business for the Installation of Newsroom Systems

1. Scope of Performance

- 1.1. ANNOVA Systems GmbH sells to the customer the newsroom system which is defined in the system specification attached hereto as Appendix and which consists of the software developed by ANNOVA Systems GmbH and of further software of other manufactures specified in the system specification on the basis of the following terms and conditions and hardware (the "Contract Hardware") not manufactured by ANNOVA Systems GmbH itself but obtained by ANNOVA Systems GmbH from various manufactures. The scope of performance does not include maintenance and servicing of the newsroom system after expiration of the warranty period and the installation of a telephone hotline for which a separate maintenance contract is to be concluded in each case.
- 1.2. The Contract Hardware may be subject to (re)export restrictions of the United States or the United Kingdom. In this connection, the customer must observe the export restrictions notified by the respective manufacturer.

2. Period of Performance

- 2.1. Deadlines shall be binding only if agreed upon in writing between ANNOVA Systems GmbH and the customer. Deadlines shall no longer be binding if and when observance of the deadline is delayed by subsequent requests for changes of the customer pursuant to para. 4 or by the customer not fulfilling his duties of cooperation in a timely manner (para. 5).
- 2.2. If and when the customer agrees with ANNOVA Systems GmbH on a binding date for the supply and installation of the newsroom system pursuant to para. 2 and the newsroom system is not supplied and installed in a timely manner, the customer must first of all send ANNOVA Systems GmbH a written warning. The customer may rescind the contract only if and when, after the agreed date of installation, the customer granted ANNOVA Systems GmbH a reasonable additional period of at least three (3) months for performing the installation and such additional period expired without result.

3. Internal Test Run, Installation and Instruction

- 3.1. After completion of the software developed by ANNOVA Systems GmbH for the newsroom system pursuant to para. 1.1, a factory acceptance test („FAT“) will be conducted in the presence of the project manager of the customer. Within the framework of this FAT, the software will be examined as to the existence and the functionality of the performance features described in the system specification. If and when the functionality of the aforesaid performance features is established within the framework of such test, this functionality will be recorded in a specific FAT – protocol which will be signed by the project manager or by another authorized representative of the customer. Each party will receive a duplicate original of the protocol.
- 3.2. After completion of the FAT, ANNOVA System GmbH will install the newsroom system including the accompanying hardware and software in the business premises of the customer during the normal business hours of ANNOVA Systems GmbH.

4. Subsequent Requests for Changes

- 4.1. ANNOVA Systems GmbH shall be obligated to comply with requests for changes of the customer regarding the scope of functions of the newsroom system, the program structure or other features of the hardware and software components of the newsroom system only if and to the extent that they do not deviate from the original contents of the contract and if and to the extent that they are in compliance with the system specification underlying the installation of the newsroom system or with other performance specifications of the newsroom system.
- 4.2. ANNOVA Systems GmbH will be free to make the desired changes against payment of a reasonable additional remuneration. The basis for the determination of the respective remuneration shall be the required additional time expenditure and the remuneration rate calculated by ANNOVA Systems GmbH for the overall manufacture. ANNOVA Systems GmbH will not be obligated to disclose its calculation, but must reasonable substantiate the amount of the additional remuneration.

5. Duties of Cooperation

- 5.1. The customer shall assist ANNOVA Systems GmbH in the provision of its services by taking the necessary measures in the customer's sphere of business. In particular, the customer shall make available to ANNOVA Systems GmbH all data and information that are necessary for the provision of the services by ANNOVA Systems GmbH and that are within the customer's sphere of business. In addition, the customer shall ensure on his own responsibility that the operating conditions necessary for the operation of the hardware (current supply, premises, room air conditioning and the like) exist in time in compliance with the guidelines of the manufacturer and/or the manufacture's technical description and specification, and he shall permit ANNOVA Systems GmbH to gratuitously use workrooms, existing hardware and software and telecommunications systems if and to the extent that this is necessary for the provision of the services. In addition, the customer shall, in a timely manner, create the structural conditions and the connections for the installation in line with the requirements of the system specification of ANNOVA Systems GmbH and provide for a remote access for the maintenance of the newsroom system by ANNOVA Systems GmbH which remote access shall be in accordance with the specifications determined in Appendix hereto.
- 5.2. In the event that work must be performed at the system for the purpose of removing defects of the newsroom system, the customer shall permit ANNOVA Systems GmbH or the persons employed by ANNOVA Systems GmbH in the performance of its obligations, as the case may be including

the manufacturer of the hardware components, access to the premises and the system and make available the necessary documents, for example, also malfunction protocols or the logbook and provide suitable rooms, devices, computing time and personnel for information in a timely manner and to a sufficient extent.

- 5.3. During the necessary test runs and the acceptance test pursuant to para. 6, the customer's project manager shall be present personally and assign for these tests a reasonable number of competent staff members who are authorized to judge and decide on defects, extension of functions, restriction of functions and changes in the program structure within the newsroom system. In addition, the customer shall make available test data that may be necessary.
- 5.4. If and to the extent that ANNOVA Systems GmbH submits to the customer drafts, program test versions or the like, the customer shall examine them carefully. Complaints or requests for changes must be notified at such point in time as far as they are already discernible.
- 5.5. If and when, as a result of non-fulfilment of the customer's duties of cooperation, ANNOVA Systems GmbH staff members lose working hours and such staff members cannot be deployed otherwise within a short period of time, the hourly and/or daily rates set forth in the offer shall be billed to the customer for the lost working hours for which the customer is responsible, and he shall pay the same within fourteen (14) days from invoicing.

6. Acceptance

- 6.1. After installation of the system, ANNOVA Systems GmbH shall, in the presence of the customer's project manager, subject the newsroom system including the pertaining hardware and software components to a first functional test during which the essential functional features of the newsroom system will be tested as to their correct operation and any defects ascertained during this test will be documented in writing.
- 6.2. After completion of the functional test pursuant to para. 6.1 and the initial instruction in the operation of the newsroom system by ANNOVA Systems GmbH, the customer shall check during a 4-week test phase, whether the system is substantially in compliance with the contract. The customer shall notify ANNOVA Systems GmbH in writing of any material defects that appear during the test phase.
- 6.3. If, during the test phase, no material defects appear or ANNOVA Systems GmbH is not notified in writing of any material defects, the customer shall be obligated, upon request of ANNOVA Systems GmbH, to issue a written declaration of acceptance showing that ANNOVA Systems GmbH properly provided the services owed by ANNOVA Systems GmbH and that the newsroom system meets the requirements of the system specification. Any minor defects that are ascertained must be recorded in the declaration of acceptance.
- 6.4. Acceptance may not be refused because of immaterial defects that have no substantial impact on the execution and the maintenance of the broadcasting operation of the customer. ANNOVA Systems GmbH may fix a reasonable period of two (2) weeks after completion of the test phase pursuant to para. 6.2 for issuance of the declaration of acceptance. After expiration of such period, the services owed by ANNOVA Systems GmbH shall be deemed to have been provided substantially in compliance with contract.

7. Date on which the Remuneration becomes due

- 7.1. The customer shall pay to ANNOVA Systems GmbH the remuneration indicated in the quotation plus the legal VAT applicable from time to time. ANNOVA Systems GmbH will bill fifty percent (50%) of the total price of the newsroom system upon acknowledgement of the customer's order, forty percent (40%) after delivery and the remaining ten (10%) after installation and acceptance of the newsroom system by the customer.
- 7.2. The invoiced amounts shall, in each case, be payable within fourteen (14) days from invoicing.
- 7.3. If and when the customer fails to pay the down payment pursuant to para. 7.1 or does not pay it in a timely manner, ANNOVA Systems GmbH shall be entitled to bill the balance of the remuneration and withhold the delivery until payment of the total remuneration. The customer shall bear the consequences of the delay/default and the risk of accidental loss of the Contract Hardware.

8. Warranty

- 8.1. Defects of the system shall be removed by ANNOVA Systems GmbH after notification by the customer within the warranty period of twelve (12) months from acceptance pursuant to para. 6. This will be done, at the choice of ANNOVA Systems GmbH, by repair or replacement. If a defect complained about cannot be removed within a reasonable period, the customer may demand reduction of the remuneration of the contract. The customer shall not be entitled to remove defects himself and to claim reimbursement of the expenditure necessary therefor.
- 8.2. If and when the customer ascertains a defect, he shall notify ANNOVA Systems GmbH thereof without delay, if possible in writing or, as the case may be, subsequently in writing, and indicate as far as possible how the defect manifests itself and what the effects thereof are and under what circumstances it appears.
- 8.3. In the event that the customer is not able to demonstrate the defect to ANNOVA Systems GmbH within the framework of defect analysis work of ANNOVA Systems GmbH, i.e. the defect is not reproducible at the moment, the customer shall, upon request, make available to ANNOVA Systems GmbH all log files and give ANNOVA Systems GmbH the opportunity itself to observe the system. In addition, the customer shall,

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also upon occurrence of a warranty case, fulfil the customer's duties of cooperation pursuant to para. 5. in order to make it possible for ANNOVA Systems GmbH to find and remove the defect. ANNOVA Systems GmbH will leave the Contract Hardware at the customer, as far as possible; as the case may be, the customer shall, however, tolerate the use of monitor software for protocol purposes even if the running time behaviour of the whole system might suffer from this to a smaller or greater extent.

- 8.4. The warranty claims of the customer shall cease to exist if and when staff members of the customer who have not been authorized by ANNOVA Systems GmbH or third parties made changes in the system without the express written consent of ANNOVA Systems GmbH. This does not apply if and to the extent that the customer can show and prove that the changes are not connected with the occurred defect/error and that they do not make the analysis and the removal of defects substantially more difficult. In such case, ANNOVA Systems GmbH shall be entitled, in lieu of refusal of repair and warranty, to remove the defect and to claim payment of an additional amount for expenditures caused to ANNOVA Systems GmbH as a result of such changes.
- 8.5. If and to the extent that parts of the newsroom system are to be returned to ANNOVA Systems GmbH for purposes of repair or replacement, the customer shall pay the transportation costs accruing therefor.

9. Limitation of Liability

- 9.1. Damage claims on the basis of ordinary negligence are excluded, unless resulting from breach of material contractual duties (cardinal duties). Furthermore, ANNOVA Systems GmbH will not be liable for intent or gross negligence if the breach of the duty of care was not committed by statutory representatives or managerial staff and the breach of the duty of care does not constitute breach of a cardinal duty.
- 9.2. Damages which are the untypical consequence, unforeseeable at the time of conclusion of the contract, of a breach of contract based on ordinary negligence, shall not be compensated for.
- 9.3. The customer must accept to be imputed contributory negligence, for example, in case of insufficient provision of cooperation (for example, also insufficient error notifications, organizational faults or insufficient data securing). The customer shall solely be responsible for securing his data.
- 9.4. Claims for compensation for consequential damage caused by a defect shall become barred by the statute of limitations within six (6) months from acceptance (para. 6) if and when the defect has not been concealed fraudulently and the consequential damage caused by a defect is no damage resulting from tort.
- 9.5. Claims under the Product Liability Act and also claims because of initial inability to perform, defects of title and lack of warranted characteristics shall remain unaffected. The liability for initial inability to perform shall be limited to an amount equal to five times the remuneration owed by the customer and to damages the occurrence of which is typically be expected within the framework of the establishment of a newsroom system with the pertaining hardware and software.
- 9.6. If and to the extent that the liability of ANNOVA Systems GmbH is excluded or limited, this applies also to the personal liability of the staff members and staff representatives of ANNOVA Systems GmbH and of the persons employed by ANNOVA Systems GmbH in the performance of its obligation.

10. Confidentially

The customer obligate to confidentially the content of all agreements as well of all confidential and proprietary information, documents and materials relating to business plans and other technical requirements and information about the Newsrooms System for the period of collaboration. This obligation is valid as well beyond this period. The customer warrant that the disclosure of confidential information opposite to any third party which was assigned by himself.

11. Conflict with other Terms and Conditions of Business

- 11.1. In the event that also the customer uses General Terms and Conditions of Business, the contract will be formed also without express agreement on the inclusion of General Terms and Conditions of Business. If and to the extent that the different Standard Terms and Conditions of Business are concurrent in terms of substance, they shall be deemed agreed upon. In lieu of conflicting individual regulations, the dispositive law regulations shall apply. The same applies if and when the Terms and Conditions of Business of the customer contain regulations which are not contained herein. In the event that regulations are contained herein which are not contained in the Terms and Conditions of Business of the customer, the present Terms and Conditions of Business shall apply.

12. General

- 12.1. All hardware and software modules delivered and installed by ANNOVA Systems GmbH for the newsroom system shall remain the property of ANNOVA Systems GmbH until payment of the full remuneration invoiced therefor.
- 12.2. The contract concluded by ANNOVA Systems GmbH with the customer with respect to the delivery and the installation of the newsroom system shall be governed by the substantive law of the Federal Republic of Germany with the UN Convention on Contracts for the International Sale of Goods being excluded.
- 12.3. The place of jurisdiction with respect to any legal disputes is Munich. The Landgericht München (Regional Court Munich) shall have exclusive

jurisdiction. ANNOVA Systems GmbH shall, however, be entitled to seize the courts having local jurisdiction for the customer.

- 12.4. Any and all agreements that include a change, supplement or concretisation of these contractual terms and conditions and any special representations and warranties and stipulations must be in writing. If declared by representatives of ANNOVA Systems GmbH or by persons employed by ANNOVA Systems GmbH in the performance of its obligation, they shall be binding only with the written consent of ANNOVA Systems GmbH. The same applies to any waiver of the requirement of written form.

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