

Standard terms and conditions of business

1 Scope of services

- 1.1 Subject to the following terms and conditions, NorCom AG shall sell to the Customer the NCPower product referred to in the offer (hereinafter referred to as the "System") comprising hardware (the "Contractual Hardware"), which NorCom AG has not produced itself but has sourced from various vendors, and the software developed by NorCom AG together with certain other third-party software products referred to in the offer. The scope of services shall not include maintenance after expiry of the warranty period and the provision of a telephone hotline, it being agreed that both these items shall be subject to a separate maintenance contract.
- 1.2 The Contractual Hardware may be subject to the (re-) import restrictions in force in the United States of America and in the United Kingdom. In this case, the Customer shall observe the export restrictions disclosed by the vendor in question.

2 Service period

- 2.1 Dates specified shall be binding only if they are confirmed by NorCom AG in writing. They shall be deemed void if they cannot be met on account of any subsequent change requests submitted by the Customer in accordance with Article 4 or as a result of any failure on the part of the Customer to comply with its duties of assistance within the stipulated period (Article 5).
- 2.2 If the Customer agrees with NorCom AG on a binding date for delivery and installation of the system in accordance with Article 2 and if the system is not delivered and installed on the agreed date, the Customer shall initially serve a written warning on NorCom AG. The Customer may only rescind the contract if NorCom AG fails to duly execute installation notwithstanding a reasonable period of at least three months after the agreed installation date granted by the Customer for installation.

3 Internal testing, installation and training

- 3.1 Upon completion of the software developed by NorCom AG for the system in accordance with Article 1.1, a factory acceptance test ("FAT") shall be performed at NorCom's offices in the presence of the Customer's project manager. During this FAT, the software shall be examined to ascertain the presence and proper functioning of the characteristics described in the system specifications. If as a result of this test the aforementioned characteristics are ascertained, this fact shall be recorded in a separate FAT protocol, which shall be signed by the project manager or another representative of the Customer. Each party shall receive one copy of the protocol.
- 3.2 Following the completion of the FAT, NorCom AG shall install the system including the hardware and software supplied during its normal office hours on the customer's premises.

4 Subsequent change requests

- 4.1 NorCom shall only be required to accept any changes requested by the customer to the functional scope of the system, the program structure or any other characteristics of the hardware and software components comprising the system to the extent that they do not result in any deviation from the original content of the Contract and to the extent that they are compatible with the system specifications underlying the installation of the system or any other specifications relating to the system.
- 4.2 NorCom AG shall at its own discretion charge an additional fee for inclusion of the changes requested based on the time required to implement them in accordance with the rate of remuneration calculated by NorCom AG for the overall project. NorCom

AG shall be under no obligation to disclose the method of calculation but shall be required to reasonably explain the basis for the additional fee.

5 Duties of assistance

- 5.1 The Customer shall assist NorCom AG in the provision of the services by taking suitable measures within its area of responsibility. In particular, the Customer shall provide NorCom AG with all data and information within its area of responsibility which the latter requires to perform the services. In addition, the Customer shall ensure at its own initiative that the underlying conditions required for the operation of the hardware (electricity supply, physical location, air conditioning etc.) as stipulated in the vendors' guidelines and technical descriptions or specifications are complied with and shall provide NorCom AG with access free of charge to its premises, existing hardware and software installations and telecommunications facilities to the extent that this is necessary for the provision of services. In addition, the Customer shall make all necessary structural changes to the buildings and arrange for the connections required for the installation in accordance with NorCom's specifications and establish facilities for remote access to the system by NorCom AG for maintenance purposes.
- 5.2 If work on the system is necessary to remedy any faults, the Customer shall permit NorCom AG or its representative, who may also be the vendor of the hardware components, to enter its premises and access the system, furnish the necessary documents, e.g. error logs or other logbooks, and provide staff able to answer any questions to a reasonable extent.
- 5.3 During the necessary testing as well as the factory acceptance test referred to in Article 6, the Customer's project manager shall be present in person and authorize a suitable number of qualified staff members to assess and make decisions on any faults, functional extensions or reductions as well as any changes to the program structure within the system. Where applicable, the Customer shall provide any further test data which may be necessary.
- 5.4 If NorCom AG submits to the Customer drafts, test versions of the program or similar material, the latter shall examine these carefully. Any complaints or change requests shall be submitted at that stage provided that they are already discernible.
- 5.5 If as a result of the Customer's failure to comply with its duties of assistance it is not possible for NorCom AG staff to continue their activities and they cannot be deployed elsewhere, the Customer shall be invoiced for such period of non-activity for which it is responsible at the hourly and daily rates stated in the offer, it being agreed that such invoice shall be due for payment within ten days of issue.

6 Acceptance

- 6.1 After installation has been completed, NorCom shall submit the system including the constituent hardware and software components to a preliminary function test in the presence of the Customer's project manager, in the course of which the main functions of the system shall be examined to ascertain proper operation and any errors occurring documented in writing.
- 6.2 After completion of the function testing in accordance with Article 6.1 and preliminary instruction by NorCom on the operation of the system, the Customer shall determine during a four-week test period whether the system operates materially in accordance with the contract. During the test phase, the Customer shall report to NorCom in writing any material errors occurring.
- 6.3 If during the test phase no material errors occur or are reported to NorCom in writing, the Customer shall at NorCom's request issue a written declaration of acceptance confirming that NorCom has duly performed its duties and that the system complies with the specifications stated in the offer. Any minor errors identified shall be recorded in the declaration of acceptance.
- 6.4 Acceptance may not be refused on account of minor errors not materially impacting the performance and continuation of the Customer's broadcasting operations.

NorCom may set a reasonable period of two weeks for issue of the declaration of acceptance upon the completion of the testing phase referred to in Article 6.2. At the expiry of this two-week period, the services provided by NorCom shall be deemed to be materially in accordance with the contract.

- 6.5 Acceptance is automatically confirmed by the customer as soon as the system goes on air.

7 Payment of remuneration

- 7.1 The Customer shall pay NorCom the remuneration referred to in the offer plus value added tax at the applicable statutory rate. NorCom shall, if no other procedure is written down in the Customer contract, invoice 50% of the total price of the system upon acceptance of the Customer's order, a further 40 % after delivery and the remaining 10% after installation and acceptance of the system by the Customer.
- 7.2 The amounts invoiced shall be due for payment within ten days of the date of invoice.
- 7.3 If the Customer fails to remit the part payment on time in accordance with Article 7.1, NorCom may invoice the outstanding amount due and withhold delivery pending payment of the complete amount. The Customer shall be liable for the consequences of any default as well as the risk of any accidental loss of or damage to the Contractual Hardware.

8 Warranty

- 8.1 NorCom undertakes to remedy any errors in the system reported by the Customer with a period of 12 months from acceptance in accordance with Article 6. At NorCom's discretion, this shall take the form of repairs or replacements. If the error reported is not remedied within a reasonable period of time, the Customer may demand a reduction in the remuneration or rescind the contract. It may not rescind the entire contract merely on account of minor errors in individual hardware and/or software components of the system not materially impairing the proper functioning of the system. The Customer may not remedy any errors itself and demand compensation for any expenses incurred.
- 8.2 If the Customer discovers an error, it shall report it to NorCom immediately in writing if possible, or if necessary with a written follow-up, stating as far as possible the nature of the error, its effects and the circumstances under which it arises.
- 8.3 If the Customer is unable to reproduce the error during NorCom's error analysis activities, it shall on request furnish NorCom with all log files and allow NorCom to observe the system itself. In addition, the Customer shall comply with its duties of assistance as specified in Article 5 in the event of any warranty claim so that NorCom is able to identify and remedy the error. As far as possible, NorCom shall retain the Contractual Hardware at the Customer's premises, it being agreed that the Customer shall consent to monitoring software being deployed for logging purposes notwithstanding any impairment to the overall system's operative performance.
- 8.4 The Customer shall waive all rights under the warranty if any of its staff or third parties not authorized by NorCom have made any modifications to the system without NorCom's express written approval. This shall not apply if the Customer is able to demonstrate and prove that the modifications are not related to the error in question and analysis and error-remedying activities are not materially impaired. Instead of refusing to carry out the repairs and rejecting the warranty claim, NorCom may in this case remedy the error and charge the Customer for any additional expense incurred.
- 8.5 If any parts of the system are to be returned to NorCom in connection with repairs or replacements, all related transportation costs shall be for the Customer's account.

9 Liability limitation

- 9.1 All liability for simple negligence shall be excluded unless it results from a breach of a material contractual obligation. Similarly, NorCom shall not be liable for willful misconduct or gross negligence if the breach of duty was not caused by a statutory

representative or management employee and such breach of duty does not constitute an infringement of any material contractual obligation.

- 9.2 Liability shall be excluded for loss or damage arising from the non-typical results unforeseeable on the date on which the contract was entered into of simple negligence giving rise to a breach of contract.
- 9.3 The Customer shall be deemed to hold contributory liability if, for example, it fails to sufficiently comply with its duties of assistance (e.g. in the form of insufficient error reports, organization errors or shortcomings in backing up data). The Customer shall be solely responsible for backing up its own data.
- 9.4 Claims arising from incidental loss or damage shall be barred six months after the date of acceptance (Article 5), if the error is fraudulently concealed and the incidental loss or damage does not arise from tortious activity.
- 9.5 This shall not prejudice the validity of any claims under product liability legislation, initial inability, legal deficiencies and the absence of any guaranteed characteristics. Liability for initial inability shall be limited to a sum five times the remuneration payable by the Customer and shall apply only to the types of loss or damage which can be typically expected to occur in connection with the installation of a system including the constituent hardware and software.
- 9.6 Any exclusion of or restriction in NorCom's liability shall also apply to the personal liability of its employees, employee representatives and agents.

10 Conflicts with other standard terms of business

- 10.1 If the Customer also uses standard terms of business, the Contract shall be deemed to have been entered into notwithstanding the failure to expressly agree on the inclusion of such standard terms of business. If the respective standard terms of business match, they shall be deemed to be binding. In the event of any conflict in individual provisions, the provisions of dispositive law shall apply. This shall also apply if the Customer's standard terms of business contain any provisions not included in NorCom's standard terms of business. If NorCom's standard terms of business contain any provisions which are not included in the Customer's standard terms of business, NorCom's standard terms of business shall be deemed to apply.

11 General

- 11.1 All hardware and software modules supplied and installed by NorCom shall remain its property until full payment of the remuneration invoiced.
- 11.2 The contract entered into between NorCom and the Customer concerning the delivery and installation of the system shall be governed by the substantive law of the Federal Republic of Germany, it being agreed that the UN Convention on Contracts for the International Sale of Goods shall be excluded.
- 11.3 Any disputes shall be referred solely to the court known as Landgericht München I. However, this shall not prejudice NorCom's right to commence proceedings against the Customer at the court holding geographic jurisdiction for the Customer.
- 11.4 All amendments and additions to as well as any further details on the provisions contained herein as well as special guarantees and agreements shall be in writing only. If they are made by any of NorCom's representatives or servants, they shall be binding only if confirmed in writing by NorCom. This shall also apply to this requirement of writing.