

General Business Terms Plazamedia GmbH

FOR GENERAL TECHNICAL SERVICES AND SUPPLY OF WORK

1. Validity of terms and conditions

These conditions govern in all contractual relationships in which PLAZAMEDIA GmbH - hereinafter referred to as "PLAZAMEDIA" - renders services for other companies (section 14 German Civil Code), public-law entities or special public funds - hereinafter referred to as "the client". Conditions to the contrary, in particular the client's general business conditions, do not become part of the contract even if PLAZAMEDIA performs a contract without explicitly contradicting such conditions unless their validity is expressly agreed to by PLAZAMEDIA in writing.

2. Conclusion of contract

Offers from PLAZAMEDIA are not binding. A contract is closed by written confirmation from PLAZAMEDIA or by client based on a specific offer from PLAZAMEDIA. Services for serial events may be booked for one season or for parts of a season. The precise scope of services shall be fixed by the parties in writing. Estimates regarding timeliness made by PLAZAMEDIA are without engagement.

3. Subject of contract

a) PLAZAMEDIA acts for its clients as a service provider (section 611 et seq. German Civil Code). If an act of sale or a contract for work is to be closed between the parties the validity of the contract depends on its explicit nomination as an act of sale or rather a contract for work. In the specification the client shall define the scope of services in writing. PLAZAMEDIA shall decide at its own discretion which employees or subcontractors it deploys. The client's requirement shall be followed as far as possible.

b) In case PLAZAMEDIA takes over project management the client's employees are not subject to directives of PLAZAMEDIA.

c) If the supply of software is an integral part of the contract it shall be delivered in a standard or defined format; the source code shall remain with PLAZAMEDIA. The client shall be entitled to use the subject of the contract only for the stipulated purpose; all other rights shall remain with PLAZAMEDIA. The aforementioned shall also apply particularly if PLAZAMEDIA supplies editorial and other content. PLAZAMEDIA shall have sole property and copyright of any content, drawings, calculations and other documents.

4. Ordering, delivery deadlines, acceptance

a) Dates of delivery and time limits are not binding unless PLAZAMEDIA states them as binding, expressly and in writing. In case of subsequent changes to the contract PLAZAMEDIA does not guarantee that the delivery dates or deadlines can be maintained. If necessary, dates of delivery and time limits need to be bargained anew.

b) In case of force majeure, for example war, mobilisation or civil commotion the deadlines shall be deemed to be extended by a reasonable starting period after the end of the hindrance.

c) PLAZAMEDIA shall be entitled to perform partly unless this is not of interest to the client.

d) In case of contracts for work the contracting party shall declare final acceptance in writing. A successfully completed performance test shall be done by the client within a period of one (1) week. If the client does not make a corresponding statement within this period the performance is deemed to have been accepted.

e) The client may not use software in a real time environment before it has been accepted.

5. Prices, default

a) If not individually bargained prices shall be calculated according to the PLAZAMEDIA rate card. This rate card becomes a substantial element of the contract. Applicable is the version of the rate card which applies at the time the contract is closed. All prices are subject to turnover tax.

b) Payments are to be effected at the latest within fourteen (14) days from date of invoice without deduction. The invoice is deemed to be received three (3) weekdays after it has been posted.

c) The client shall be in default if he does not meet an account within fourteen (14) days of having received the invoice or an equivalent demand for payment. The client shall pay default interest amounting to twelve (12) % per annum upon default commencing and shall also compensate any damage caused by the default. Irrespective of this the client shall be in default if it has been agreed that the account shall be paid by a specific date and if the client has not made this payment by said date. The client shall have no right of retention - without prejudice to its right to refuse payment for missing or defective consideration. The contracting party may only offset against undisputed or legally confirmed receivables or in case PLAZAMEDIA has acknowledged expressly.

6. Participation of the contracting party

- a) The client shall cooperate as required and free of charge. In particular he shall provide all necessary information in time and unrequested. The client shall impart all documents, materials, personnel etc. that PLAZAMEDIA requires to carry out its service.
- b) The client shall guarantee that he possesses all necessary rights to all materials, images, programs etc. that he provides or procures. The contracting party shall release PLAZAMEDIA from all claims that are raised as a result of breaching third-party rights or laws by the client. This release shall also embrace compensation of costs for necessary legal defense.
- c) The contracting party shall name a contact person with the authority to give and accept binding statements and the position to make the necessary decisions or to bring these about without delay.

7. Warranty

- a) If expressly agreed that PLAZAMEDIA shall act for the client on the basis of a contract for work the warranty acts upon the following regulations:
- (1) The period of warranty shall be twelve (12) months from the time the work is accepted. Defects / faults which do not impair the capability of the product to function do not entitle the client to raise a warranty claim if use in accordance with the expressly agreed quality features as laid down in the specifications is thereby only marginally impaired. In case of partial delivery the limitation of warranty claims ends consistent with the limitation referring to the last partial delivery being carried out.
- (2) In case PLAZAMEDIA is liable for a defect / fault the client shall be entitled to demand that the defect / fault is corrected. The duty of subsequent performance is excluded. PLAZAMEDIA shall be entitled to refuse subsequent fulfilment due to unreasonable costs. If PLAZAMEDIA should not remedy the defect / fault within a reasonable time limit set by the contracting party the client may correct the defect / fault by himself at PLAZAMEDIA's expense. PLAZAMEDIA is not liable to indemnify if PLAZAMEDIA refuses the removal of the defect / fault rightly. In case the remedy finally fails the contracting party may, in accordance with section 8, reduce remuneration or cancel the contract or claim compensation. The client shall only be entitled to claim damages in lieu of performance or to correct the defect / fault by himself at PLAZAMEDIA's expense in the event of a second failure of the remedy.
- b) If an act of sale or a contract for work and materials has been expressly stipulated between the parties the warranty acts in accordance with to the following rules:

- (1) PLAZAMEDIA will not assume any exercise risk. In the event of every reasonable endeavour has been made but a failure regarding to the procurement of the object of purchase occurs PLAZAMEDIA is entitled to cancel the contract. However PLAZAMEDIA shall be liable in the event of intent or gross negligence. PLAZAMEDIA will apprise the contracting party of the failure of procurement; an already performed consideration will be reimbursed.
- (2) If the client requests delivery from the place of business (Ismaning) PLAZAMEDIA is entitled to charge shipping and handling to the client's account and be at the risk of the same.
- (3) PLAZAMEDIA is not liable for defects / faults if PLAZAMEDIA obtains the object of purchase by a third party and forwards it unmodified to the client. The liability for wilful acts and for gross negligence will remain unaffected.
- (4) Warranty claims are excluded if just a negligible difference from the agreed quality feature or just a negligible difference from the quality that is usual in things of the same kind is existent.
- (5) In the event of a defect / fault PLAZAMEDIA shall at its own discretion be entitled to effect a replacement delivery or to rectify the defect / fault. The duty of replacement performance is excluded. In case the remedy or replacement delivery finally fails the contracting party may in accordance of section 8 reduce remuneration or cancel the contract or claim compensation.
- (6) The client shall only be entitled to claim damages in lieu of performance or to correct the defect / fault by himself at PLAZAMEDIA's expense in the event of a second failure of the remedy.
- (7) The period of warranty shall be twelve (12) months from the time the work is accepted.
- c) The contracting party undertakes to perform immediate examination of the service received for completeness and correctness. Objections to readily apparent defects / faults must be notified within seven (7) days from receiving. Objections to defects / faults not readily apparent ("concealed defects / faults") must be notified immediately upon their discovery. Warranty claims are excluded where the client fails to register his complaint within the specified period named above.

8. Liability

- a) Except for expressly agreed warranty of features PLAZAMEDIA is only liable for deliberate and gross negligence. In case of infringements of a main contractual duty PLAZAMEDIA is liable for every culpable act of its employees and vicarious agents.
- b) Except for deliberate and gross negligence by management representatives or employees at executive level and other vicarious agents PLAZAMEDIA is not liable for a collateral dam-

age especially not for consequential harm caused by a defect or a loss of profit. Except for deliberate and gross negligence by legal representatives or employees at executive level and other vicarious agents liability is excluded for losses not typically associated with this type of contract and that are thus barely foreseeable.

- c) Within the scope of providing of communicating lines PLAZAMEDIA is subject to conditions of several providers and depends upon the provision of these lines by them. PLAZAMEDIA goes to great lengths to provide for technical error-free operation of the aforementioned lines. PLAZAMEDIA is not liable for functional efficiency and unobstructed procedure of satellite transmission and the aforementioned lines booked by PLAZAMEDIA for the client at another service provider within the scope of fulfilling this contract.
- d) PLAZAMEDIA is not liable for a temporary unavailability of websites in the internet, for a bad delivery of any data transmission via internet or any other way especially short message service (SMS), wireless application protocol (WAP) etc. This applies for mistakes which come from telecommunication networks, data lines and / or hardware / software operated and provided by a third party and for which PLAZAMEDIA is not responsible.
- e) With regard to claims under the German Product Liability Law, such law shall apply without restriction.

9. Retention of title

PLAZAMEDIA shall retain title to all items delivered until receipt of payment in full. All other rights to offerings shall remain with PLAZAMEDIA. The client undertakes to refrain from duplicating contents of offerings all or partly, passing them on to third parties or publishing them in any way without the prior expressly given consent by PLAZAMEDIA in writing. This does not apply to copies intended for company-internal use. In case of misuse of any documents PLAZAMEDIA reserves the right to claim for any damages. Intention is invited to section 18 Act Against Unfair Practices.

10. Secrecy and data protection

a) Any information identified in strict confidence including all documents referring to these must be maintained in secrecy and may not be passed on to third parties. The client swears its employees to secrecy in writing. Any other information and company secrets of which the client gains knowledge in the course of performing the contract are subject to the obligation to maintain secrecy. The duty to observe secrecy applies beyond the contract period. PLAZAMEDIA is entitled to process or to have third parties process data relating to natural persons with which it has been en-

trusted and which it so uses for the purposes of the contract and under observation of the Data Protection Act.

11. Miscellaneous

- a) In the event that any term hereof should be or become legally invalid this shall not affect the validity of the remaining terms.
- b) Claims against PLAZAMEDIA are not able to be assigned without PLAZAMEDIA's consent. PLAZAMEDIA is entitled to refuse its approval only for reasons of equity.
- c) The place of jurisdiction for both contract parties shall be the relevant court in Munich.
- d) The business relations shall be exclusively subject to the laws of the Federal Republic of Germany with the exception that the rules of conflict of laws shall be excluded. The UN Sales Convention (CISG) shall not apply.
- e) PLAZAMEDIA is entitled both to name the client as a business partner and to publish closing accounts in the scope of its marketing. Client's interests are protected. Clause number 10 is thereby observed.
- f) To be legally effective, any modifications and additions to these General Business Conditions including changes to this clause itself must be applied in writing.

These General Business Terms are of November 2006 and have been translated from the German version as a convenience translation for the international clients of PLAZAMEDIA; therefore in case of any differences between the versions the German version of the "Allgemeine Vertragsbedingungen der PLAZAMEDIA GmbH für technische Dienstleistungen (Stand Juli 2006)" will prevail and be binding for PLAZAMEDIA.