

Analog Audio Broadcasting Transmitters With Long-Term Lease.

1 Subject matter of the terms and conditions

The following terms and conditions, in conjunction with the German Telecommunications Act (hereinafter referred to as TKG), govern the provision of analog audio broadcasting transmitters with long-term lease and equipment for broadcasting and transmission of radio programs by **MEDIA BROADCAST GmbH** (hereinafter referred to as MEDIA BROADCAST).

2 Scope of services

The scope of the contractually agreed services shall be based on the service specifications and any agreements of the parties referring hereto.

3 Customer's duties and obligations

In particular, the customer has the following duties:

- a) The prices agreed on shall be paid on time in accordance with the price list. For any check not paid or any direct debit not honored or returned, the Customer shall reimburse MEDIA BROADCAST for the costs incurred to the extent that the Customer was responsible for the event giving rise to the costs.
- b) Any electricity needed for installation, operation, maintenance and measurements, and, if required, potential equalization including grounding shall be provided by the customer at his own expense.
- c) The interface requirements agreed on for the interconnection point shall be met when transmitting signals.
- d) To maintain the maximum permissible maximum deviation and average modulation power (requirement of the German Federal Network Agency, formulated in Collateral Provision No. 18 on frequency assignment), the customer must handle the measurement of the entire transmission link (message source – e.g. studio – to broadcasting – VHF transmitter –) in cooperation with MEDIA BROADCAST, and to refrain from changing the determined and set parameters of the sound processor without consulting MEDIA BROADCAST, if this change would cause the maximum deviation or average modulation power to be exceeded. If the maximum deviation or average modulation power is repeatedly exceeded, MEDIA BROADCAST shall be entitled to limit the maximum deviation through technical means in the VHF transmitter at the customer's expense (by installing frequency deviation limiters), provided it can be proved that the values were exceeded due to the customer's actions. If a penalty is imposed as a result of an intentional or negligent violation on the part of the customer, MEDIA BROADCAST shall seek recourse from the customer.
- e) The customer shall provide MEDIA BROADCAST'S employees with access to his property and any buildings located thereon at his own expense, to the extent that this is necessary to complete testing, installation and maintenance work.
- f) Any costs incurred by MEDIA BROADCAST for

checking its equipment following submission of a fault report must be reimbursed if such checks show that the fault was not in MEDIA BROADCAST'S equipment.

g) Apart from the customer's own personnel, only authorized representatives of MEDIA BROADCAST shall be granted access to the interconnection points and equipment.

h) All maintenance and modification work on the transmitters and related equipment may only be performed by MEDIA BROADCAST.

If the customer substantially infringes upon the obligations incumbent upon him, and if he does not cease acting in breach of the agreement and remedy the situation without undue delay despite a request to do so, MEDIA BROADCAST shall be entitled to bar the audio broadcasting transmitters at the customer's expense. In this case, the customer shall still be required to pay the monthly charges.

4 Use by third parties

The customer shall also pay any charges incurred as a result of authorized or unauthorized use of the equipment by a third party provided and to the extent that the customer is responsible for this use.

5 Terms of payment

5.1 Starting on the day on which the service has been provided ready for operation, monthly charges shall be payable for the rest of the month on a pro rata basis. Afterwards, these charges shall be paid on a monthly basis in advance.

If the charge is to be calculated for parts of a calendar month, it shall be calculated on a pro rata basis for each day.

The full monthly price shall be charged if the customer terminates the agreement within less than one month after the effective date of the agreement; this shall not apply to any termination for good cause.

5.2 Other charges shall be payable after the relevant service has been performed.

5.3 The amount due must be credited to the account specified in the bill no later than on the fourteenth day after receipt of the bill, or the competent accounting office must have received a check for the amount shown on the bill by that date.

6 Changes in General Terms and Conditions, Service Specifications and Prices

6.1 If there is any price regulation, MEDIA BROADCAST shall be obligated to agree only those prices or price-relevant elements of the general terms and conditions and service specifications that the German Federal Networks Agency has approved, reviewed or decreed by way of order. Agreements containing other prices or price-relevant elements shall be effective provided that the approved, reviewed or decreed price or price-relevant element replaces the agreed price or price-relevant element. MEDIA BROADCAST shall notify the customer in writing about any such changes. In the event of an increase in price or other

changes to the disadvantage of the customer, the customer may terminate the agreement effective from the time the change comes into effect. MEDIA BROADCAST shall make specific reference to this special termination right in the change notification. Notice of termination must be received within six weeks after receipt of the notification.

- 6.2 If MEDIA BROADCAST intends to change any other prices or change the general terms and conditions or service specifications, the customer shall be informed of the proposed change in writing. The changes shall be deemed accepted if the customer does not object thereto in writing. MEDIA BROADCAST shall make specific reference to this consequence in the letter notifying the customer thereof. The objection must be received within six weeks following receipt of the notification. If the customer makes use of his right to object, the changes proposed by MEDIA BROADCAST shall be deemed to have been rejected. The contract shall then continue without the proposed changes. This shall be without prejudice to the right of the parties to terminate the contract.

7 Default

- 7.1 If the customer is in arrears with a significant amount due, MEDIA BROADCAST shall have the right to bar the transmitters and related equipment. In this case, the customer shall still be required to pay the monthly or annual charges.
- 7.2 In the event that the customer is in arrears
- a) in the payment of charges, or a significant part thereof, for two consecutive months, or
 - b) for a period of more than two months in the payment of an amount corresponding to the basic monthly charge for two months,
- MEDIA BROADCAST shall have the right to terminate the agreement without notice and, in the case of agreements with a minimum lease period, may demand compensation as a single, lump-sum payment that falls due immediately and amounts to one half of the remaining charges payable up to the end of the regular term of the agreement, but no more than the charges for one year.
- 7.3 The compensation payment shall be higher or lower if MEDIA BROADCAST proves that the loss suffered was greater or the customer, that it was less.
- 7.4 MEDIA BROADCAST reserves the right to assert any other claims arising from a default in payment.
- 7.5 If MEDIA BROADCAST fails to perform the agreement on time, liability shall be in accordance with the provisions of the TKG. The customer shall be entitled to withdraw from the agreement only if MEDIA BROADCAST fails to perform the service within an additional reasonable period of time granted by the customer, which must be at least three months.

8 Notice periods

- 8.1 Agreements with a minimum term
The agreement may be terminated by either party by giving three months' notice effective from the end of the minimum term. For any termination to become effective, a written notice of termination must be received by MEDIA BROADCAST or by the customer at least three months prior to the date of termination. The agreement shall automatically be extended by one year unless it is terminated in writing at least three months prior to the end of the term.

- 8.2 Agreements without a minimum term
The agreement may be terminated by either party with effect from the end of any weekday. For any termination to be effective, a written notice of termination must be received by MEDIA BROADCAST or by the Customer at least six weekdays prior to the date of termination. Saturdays are not deemed to be weekdays. If the customer terminates the agreement within 30 calendar days after the service has been provided ready for operation, he shall pay the monthly charge for one month.

- 8.3 If the customer terminates the agreement before the transmitter to be installed or additional services have been provided ready for service or before agreed modifications have been carried out, he shall reimburse MEDIA BROADCAST for any expenses incurred for the work performed or for removing telecommunications equipment already installed where this becomes necessary due to the termination of the agreement, but not more than the price agreed on for the installation or modification.

9 Termination before the agreed date / termination payment / compensation in the case of agreements with minimum lease periods

- 9.1 If, for reasons not attributable to MEDIA BROADCAST, the customer declares before the end of the contractual period that he does not wish to continue using the transmitter or related equipment, MEDIA BROADCAST may agree to terminate the agreement with three months' notice under the following conditions:
- a) If the transmitters or related equipment are not installed, compensation amounting to three times the monthly charges, plus expenses actually incurred, shall be paid.
 - b) In all other cases, the compensation payment shall amount to one half of the charges payable up to the end of the regular period of the agreement, but at the most the charges for one year. If the termination of the contractually agreed services refers to only part of the services to be provided, the above provision shall apply to this part mutatis mutandis.
- 9.2 If, for reasons attributable to the customer, MEDIA BROADCAST is unable to perform the contractually agreed services despite granting an additional period of time and threatening to repudiate the agreement, it may - without prejudice to its rights arising from default - withdraw from the agreement or repudiate the agreement and demand not only compensation in the form of a single, lump-sum payment that falls due immediately and is three times the monthly charge but also demand reimbursement of its expenses for services already rendered. The above provision shall apply mutatis mutandis if the customer has substantially or consistently failed to perform other duties incumbent upon him.
- 9.3 The amount pursuant to Items 9.1 and 9.2 shall be higher or lower if MEDIA BROADCAST proves that the loss suffered was greater or the customer, that it was less.

10 Miscellaneous

- 10.1 If the customer, in turn, uses the contractually agreed services to provide telecommunications services for the public, MEDIA BROADCAST shall assume liability with respect to providers of telecommunications services for the public in

accordance with the general legislation subject to the proviso that the liability for financial loss caused through negligence is limited to EUR 12,500 for each of the other provider's end customers who have suffered damage. In this case, the sum of all claims for damages shall be no more than ten million euros for each damage-causing event pursuant to § 44a TKG. If the sum of the individual claims for damages exceeds the upper limit, the compensation shall be reduced in proportion to the ratio between the total claims for damages and the upper limit.

- 10.2 The Customer shall have the right to transfer the rights and obligations under this Agreement to a third party only with the prior written consent of Deutsche Telekom.
- 10.3 The provisions of the German Product Liability Act shall remain unaffected.
- 10.4 The contractual relations between the parties to the agreement shall be subject to German law.