

Analog Audio Broadcasting Transmitters With Long-Term Lease.

1 Standard service

MEDIA BROADCAST GmbH (hereinafter referred to as MEDIA BROADCAST) shall operate transmitters for broadcasting analog radio programs on the customer's behalf, subject to technical and operational feasibility.

1.1 Setup and operation

MEDIA BROADCAST shall plan, set up and operate the transmitters in accordance with requirements of, inter alia, the supervisory authorities responsible under state law for private broadcasters, by taking into account frequency assignments by the German Federal Network Agency, and using the existing infrastructure.

1.2 Availability

The VHF transmitters are provided in two formats: as transmitters with standard operating reliability – with an average annual transmitter-specific availability of 99.7% – and as transmitters with enhanced operating reliability – with an average annual availability of 99.9%. VHF transmitters with standby transmitter (n+1 standby switching system) are provided with an average annual transmitter-specific availability of 99.8%.

1.3 Usage

MEDIA BROADCAST shall broadcast the customer's audio program signals by providing the transmitters in the coverage area agreed. The boundaries of the coverage area are dependent on local physical influences and can therefore not be defined in binding form.

1.4 Radio data system (RDS)

VHF transmitters shall be provided with RDS for transmission of codes for program information, station information and traffic reports.

1.5 Minimum term of agreement

The minimum lease period for HF/MF/LF transmitters is ten years.
The minimum lease period for VHF transmitters is one year or four years; a period of four years shall apply in cases where new installations are required at a specific location in connection with the provision of a transmitter.

1.6 Maintenance

Maintenance work shall be carried out on weekdays (Monday through Friday) between 6.00 a.m. and 8.00 p.m. MEDIA BROADCAST shall be entitled during the maintenance work to put the system out of operation.

When setting the time and date for maintenance work, the customer's program-related requirements shall be taken into account to the extent permitted by MEDIA BROADCAST's operational requirements.

2 Additional services

By agreement and subject to technical and operational feasibility, MEDIA BROADCAST shall, in particular, render the following additional services against payment of a separate charge based on the price list in effect at the time:

a) Clear faults in MEDIA BROADCAST's

transmitters, lines and related equipment and repair any damage attributable to the improper use thereof or other influences for which the customer is responsible.

b) Shared use of transmitters by several customers at different times (shared use).

c) Carry out maintenance work outside of regular maintenance hours.

d) Additional RDS service: Radiotext plus Broadcasting of processible texts, including interaction options using special terminals.

e) Platinum VHF monitoring service

MEDIA BROADCAST shall render to the customer its Platinum VHF monitoring service for VHF transmitters for a minimum term of one year.

MEDIA BROADCAST's Platinum VHF monitoring service includes the following:

Monitoring and evaluation of MPX performance, RF level, audio frequency deviation, RDS PI code at the transmitter, including MP3 audiostream interface for monitoring the program signal. Making the evaluated measurement data available via the Service Web Monitor including the Internet-based Web ticket system with automatic notification by e-mail in case of higher or lower deviations from preset threshold values.

3 Fault clearance

MEDIA BROADCAST shall initiate action at any time of day or night, 7 days a week, to eliminate faults after being notified thereof and, subject to technical and operational feasibility, shall clear the fault without undue delay.

4 Refund in the event the ensured availability is not provided

4.1 If the customer is unable to use the transmitters with the average annual availability specified, and if the situation is attributable to MEDIA BROADCAST, the latter shall credit 1.0% of the total charge for the relevant transmitter for one calendar year to the customer for every one-tenth of one percent below the average availability. Fractions of one-tenth of one percent shall be rounded up to whole one-tenths of one percent.

4.2 The following valuation factor F_B is used to determine the downtime counting toward the availability:

LF/MF/SF and VHF transmitters:

$F_B = 1.0$ if the sound fails,

$F_B = 0.3$ if RDS fails;

$F_B = 0.5$ if one sound channel fails for stereo service,

4.3 MEDIA BROADCAST shall offset the credit against amounts due on the basis of this agreement.

4.4 This shall be without prejudice to any compensation claims of the customer.

Description of interfaces for VHF transmitters

Transmission bandwidth: 40 Hz to 15 kHz

Signal pickup level: 0 dBr or -3 dBr, max. audio signal level +9 dBuOs:

Input resistance: $\leq 35 \Omega$

Signal/noise ratio: ≥ 57 dB, analyzed as per ITU-R Recommendation BS.468

Connecting unit: Socket as per DIN 41 628 or terminal strip

Maximum frequency deviation and average modulation power

If the signals transferred for broadcasting via VHF transmitters are prepared electronically (using sound processors, for example), only those signal processing methods are allowed which generate a signal at the transmitter output without exceeding the maximum values approved as per frequency assignment for the average modulation power and maximum deviation, measured in accordance with Technical Description 176 TR 28:

- In radio pos.: Average modulation power 0dBr,
Maximum deviation < 75 kHz,
- At interface: Average modulation power 0dBr,
Peak level 14.4 dBu