

General Terms & Conditions of Business **of HD SAT Communication GmbH**

§ 1 General

The following General Terms & Conditions of Business of HD SAT Communication GmbH hereinafter referred to as – „HD SAT Com“ – are a component of the contract. Contrary or differing regulations or other limitations by the contractual partner, including in these General Terms & Conditions of Business, are not recognised unless HD SAT Com has expressly consented to this in each individual case in writing.

§ 2 Contract terms and time limits

- (1) Quotes from HD SAT Com are subject to change, unless otherwise contractually agreed. Binding quotes from HD SAT Com are valid for a period of two weeks.
- (2) Orders placed by the contractual partner are only binding for HD SAT Com if they are made in writing. They can be accepted by HD SAT Com within two weeks of receipt by written notification being sent to the contractual partner.
- (3) The contract is effective upon signature, at the latest with provision of services by HD SAT Com on the basis of a binding order being placed by the contractual partner.
- (4) Deadlines for the rendering of services by HD SAT Com are not binding unless binding deadlines were expressly stipulated in the written contract. Insofar as binding deadlines have been agreed, the contractual partner is to place an appropriate grace period in the event that there is a delay in the service being rendered.

§ 3 Scope and provision of services

- (1) The services owed and any objects to be provided are regulated in the written agreements of the contractual parties.
- (2) HD SAT Com shall provide the agreed services in accordance with the contract and in a state-of-the-art, industry-standard manner. However, HD SAT Com hereby states to the contractual partner that it cannot always be assumed that the state-of-the-art devices available function completely free of errors in every conceivable application.
- (3) HD SAT Com alone is authorised to issue instructions to its own employees. The employees are not integrated into the operations of the contractual partner. The contractual partner can issue instructions through the contact person nominated by HD SAT Com as part of performance of the contract. There is not, however, a right to issue instructions to individual employees.

- (4) HD SAT Com is free to make decisions in relation to which employees are used, and reserves the right to change these at any time. HD SAT Com can also use freelance employees and other companies, in particular external service providers, for the completion of the contract.

§ 4 Involvement of the contractual partner

- (1) Proper execution of services to be rendered due to the contract is dependent on the involvement of the contractual partner. Said contractual partner will therefore provide HD SAT Com with correct and complete required data and information in a timely manner for the duration of the contract.
- (2) The contractual partner shall be involved in completion of the contract to the required extent with no charge being levied, by also providing employees, work rooms, hardware, software, and data & telecommunication equipment.
- (3) The contractual partner shall state a contact person for HD SAT Com in writing, including an address and email address, ensuring that the contact person can be reached.
- (4) The parties shall immediately inform each other of any major problems when providing the service that arise due to matters relating to the other party, for the whole duration of the contract.
- (5) The contractual partner shall check the services rendered by HD SAT Com immediately after they have been rendered to see that they correspond to the requirements of the contract. The contractual partner shall inform HD SAT Com immediately if it considers the services rendered by HD SAT Com as not in accordance with the contract, in particular if it sees these as defective. Section 10 applies in the event that notification of a defect is to be given.

§ 5 Duties and obligations of the contractual partner

- (1) The contractual partner is only permitted to use the services of HD SAT Com to the extent permitted by the contract and by law.
- (2) It is incumbent upon the contractual partner to properly back up data. Recognised principles of data security are to be adhered to.
- (3) The contractual partner shall compensate HD SAT Com for any damages incurred by HD SAT Com due to breaches of the regulations in Sections 1 or 2. HD SAT Com is to be indemnified from the claims of third parties.

§ 6 Remuneration, payment, reservation of title

- (1) Remuneration is in accordance with the contractually-agreed conditions.
- (2) All prices do not include the respective applicable value-added tax. HD SAT Com reserve the right to also invoice for partial rendering of services. Payments are due once the invoice has been issued. Discounts are not granted unless otherwise individually agreed in writing. HD SAT

Com charges interest in accordance with the respective applicable default interest rate (in accordance with section 288 of the German Civil Code) from 14 days after the due date; the right to charge a higher rate of default interest is reserved.

- (3) HD SAT Com can request payment in instalments or full payment in advance. In the event that, after conclusion of the contract, there is doubt about the creditworthiness of the contractual partner, HD SAT Com can retract payment schedules granted and request immediate payment.
- (4) The contractual partner has no right of retention. The contractual partner can only settle undisputed claims or claims that have been established as legally binding. The contractual partner can only cede its claims to third parties – without prejudice to section 354a of the German Commercial Code – after obtaining prior written permission from HD SAT Com.
- (5) HD SAT Com retains the title and other rights to the subject of the contract until full settlement of its own claims arising from the contract. The contractual partner is to inform HD SAT Com immediately in writing in the event that third parties have access the reserved property and inform the third party of the rights of HD SAT Com.

§ 7 Amendments to the contract

- (1) HD SAT Com shall endeavour to meet wishes that the contractual partner may have in relation to changes to the contractually-agreed services. HD SAT Com shall submit a written quote for the type, extent and remuneration for the amended services upon receipt of an appropriate written request for changes to be made. The quote becomes a component of the contract upon acceptance of the quote in writing. Services are rendered in accordance with the existing contract if there is not mutual agreement on the amendments to the contract.
- (2) HD SAT Com may change the content, scope and fees for the services for technical, organisational or other economic reasons. HD SAT Com shall coordinate with the contractual partner amendments to services that are not significant and are common in commerce. If the contractual partner does not agree to the amendment to services, it reserves the right to end the contract within a month of the change to the services by termination with a notice period of three months.

§ 8 Obstacles to the contract and delays in rendering services

- (1) Force Majeure of any kind, unforeseeable operational, traffic or dispatch/supply interruptions, fire damage, flooding, unforeseeable lack of workforce, insufficient energy, raw material or auxiliary material, strikes, lock-outs, terrorist acts, official orders or other obstacles not attributable to the party obliged to render the service, which delay, prevent or make untenable the rendering of the service, dispatch or acceptance, exonerate the party obliged to render the service from being obliged to render the service for the duration and/or extent of the interruption.
- (2) If HD SAT Com is delayed in rendering a service, the contractual partner, after they have submitted a grace period in writing which was unsuccessful, can withdraw from the contract. If the delay is not attributable to HD SAT Com, it is not possible to claim compensation for damages incurred due to the delay.

§ 9 Delays in acceptance, insufficient involvement of the contractual partner

- (1) If the contractual partner is delayed in accepting the services or does not and/or delays in involvement incumbent upon it, HD SAT Com can demand the agreed remuneration for the services that have not been provided, without being obliged to subsequently provide these services.
- (2) Excepted from this are claims of HD SAT Com for additional expenses resulting from a delay in acceptance and/or insufficient involvement of the contractual partner.

§ 10 Acceptance and notification of defects

- (1) If there is a formal acceptance process at the contractual partner's premises, the contractual partner is to report any obvious defects immediately in writing, at the latest 15 working days after acceptance, stating details of the defect.
- (2) If there is no formal acceptance process at the contractual partner's premises, the contractual partner is to check the services rendered within 15 days of the services having been rendered and to either declare acceptance in writing or report the obvious defects found with a detailed description. If the contractual partner makes no declaration within this time or uses the services without complaint, the service is considered accepted. Minor defects do not justify refusal of acceptance.
- (3) Hidden faults that occur during the guarantee period (section 13) and also could not have been discovered at the time of acceptance or rendition of service, even with a careful examination, are to be reported to HD SAT Com by the contractual partner immediately, at the latest 15 working days after they have occurred, with a detailed description of the fault.
- (4) All claims and rights of the contractual partner are invalid in the event that the above-mentioned obligations are breached.

§ 11 Rights of the contractual partner in the event of defects

- (1) Complaints about defects made by the contractual partner are – regardless of the type of contract – limited to the right to supplementary performance. HD SAT Com can provide the supplementary performance at its discretion, either as refinishing or the supply of a replacement. The contractual partner shall support HD SAT Com to the required extent in rectifying the defect. If HD SAT Com does not carry out any supplementary performance, this is not provided within a reasonable time frame or the service rendered for the purposes of rectifying the defect is defective again after repeated refinishing, the contractual partner can withdraw from the contract, taking the legal regulations of the contract into account. In this case, HD SAT Com does however have the right to remuneration for the services rendered up to the point of withdrawal from the contract. The contractual Partner does not have a right to rectify the defect itself and to demand compensation for the necessary expenses.
- (2) Agreement to a guarantee must be made in writing. A guarantee declaration is only effective if it describes the content of the guarantee, as well as the duration and physical areas of validity for the guarantee cover with sufficient certainty.

- (3) It is incumbent upon the contractual partner to prove that any limitations on use or defects have not been caused (or cause in part) by improper operation or by the actions of the contractual partner.

§ 12 Compensation for damages

- (1) The contractual partner cannot make claims against HD SAT Com, its institutions, legal representatives, employees or vicarious agents, whatever the legal basis, in particular those arising from a breach of obligations from contractual negotiations and liability in tort, unless otherwise stipulated by an individual contractual regulation. This does not apply in the event that liability is mandatory as a result of the German Product Liability Act (Produkthaftungsgesetz), in the event of intentional acts, gross negligence, death, bodily injury or adverse effects on health, an assumed guarantee or a breach of a significant contractual obligation.
- (2) The liability of HD SAT Com for the breach of a significant contractual obligation is limited to typical damages foreseeable at the time of concluding the contract. The same applies for a grossly negligent breach of any other minor contractual obligation by an employee or other vicarious agent of HD SAT Com that is not an organisation, legal representative or management employee. In both cases, the liability of HD SAT Com for financial loss and material damage is limited to the contractual value, or a maximum of €250,000. The liability of HD SAT Com for intentional acts that lead to death, bodily injury or adverse effects on health, for the assumption of a guarantee or in accordance with the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.
- (3) The liability of HD SAT Com for loss of data is limited to typical expenses required to restore this had regular data backups been made.

§ 13 Limitation of liability in terms of time

The time limitation for claims and rights arising from defects is one year from acceptance or receipt of the service. Mandatory legal statutes of limitation or regulations on liability, such as the statute of limitations for goods that are used normally for a construction, liability in accordance with the German Product Liability Act (Produkthaftungsgesetz), liability for intentional and grossly negligent acts, for death, bodily injury or adverse effects on health, or the breach of significant contractual obligations remains unaffected.

§ 14 Secrecy, confidentiality and data protection

- (1) The parties undertake to keep secret all confidential information in relation to the performance of this contract, including but not limited to the trade secrets and operational secrets of the other party, to not make these accessible to third parties and to only use these as part of contractual performance and not for commercial purposes. This obligation does not apply to information and findings that are evidently:
 - a) Already public knowledge at the time it was passed on to the recipient party or became public knowledge for reasons that are not attributable to the recipient party;
 - b) Already known to the recipient party at the time of being passed on;

- c) Made accessible by a third party after being passed on;
 - d) Necessarily made public due to requirements from authorities or legal judgements.
- (2) All information, files and documentation passed to the contractual partner by HD SAT Com may only be used for its intended purpose and may not be forwarded to third parties without the express written permission of HD SAT Com. Copies and duplicates are not to be created without HD SAT Com knowing of this. All documentation and files provided by HD SAT Com are to be stored carefully and returned immediately once they are no longer required for the services to be rendered. Information may only be granted to third parties after prior written permission has been received from HD SAT Com.
- (3) The contractual partner undertakes to treat the price agreed upon between the contractual partner and HD SAT Com as confidential.
- (4) HD SAT Com reserves the right, after obtaining permission from the contractual partner, to refer to the business relationship that arises as a result of the contract in information and advertising material.
- (5) HD SAT Com reserves the right to process the contractual partner's personal data for its own purposes. As part of the rendition of the service, HD SAT Com shall adhere to the relevant data protection regulations. Data processing services of HD SAT Com are carried out on behalf of the contractual partner.

§ 15 Applicable law, jurisdiction

- (1) The contract is subject solely to the law of the Federal Republic of Germany.
- (2) The place of jurisdiction for any dispute arising from or in relation to this contract is Cologne for both parties, unless another place of jurisdiction is mandatory in accordance with the law. HD SAT Com also reserves the right to enforce its claims at the place of jurisdiction of the contractual partner.

§ 16 Effectiveness clause

- (1) Additional verbal agreements in relation to the contract have not been made. Amendments or additions to the contract, including the General Terms & Conditions of Business must be made in writing in order to be effective.
- (2) In the event that individual clauses of these General Terms & Conditions of Business are invalid in part or in full, this does not affect the validity of the other clauses and/or the other parts of such clauses and the contract upon which they are based. The parties undertake to replace an ineffective regulation with a regulation that comes as close as possible and legally enforceable to the economic purpose of the ineffective regulation.