

TERMS OF SERVICE

the Studio Hamburg Atelierbetriebs (STH) GmbH

A. General regulations

§ 1 scope

1. The following general terms and conditions (GTC) apply to all purchase, work, service and assembly contracts concluded by STH, with which STH provides services to its clients. The services to be provided in individual cases depend on the respective contract.

2. The provisions of this section I apply to all types of contracts dealt with in these GTC. The application of the regulations under II. Depends on the legal nature of the agreed services and partial services. You can therefore apply alone or simultaneously.

3. The present terms and conditions only apply to entrepreneurs within the meaning of § 310 Paragraph 1 BGB.

§ 2 GTC of the contractual partner

You conclude contracts with:

Studio Hamburg Atelierbetriebs GmbH Jenfelder Allee 80 22039 Hamburg Tel.:+49 (0) 40 6688-2211 Fax: +49 (0) 40 6688-3444 Email: studios@studio-hamburg.de
Sales tax identification number: DE 1880 65 458
Commercial register : Hamburg District Court HRB 63046

The STH terms and conditions apply exclusively. Conflicting or deviating terms and conditions are hereby contradicted, unless STH has expressly recognized them in writing. This also applies if reference is made to the terms and conditions of the client when placing the order and STH performs its services without reservation.

§ 3 conclusion of contract and provision of services

1. STH offers services subject to confirmation, non-binding and subject to the possibility of delivery, unless the offer specifies otherwise.

2. Service and quality descriptions are not guarantees. The assumption of a guarantee takes place exclusively through the creation of a separate guarantee declaration issued in writing. In the case of material and legal defects, STH is only liable according to the provisions of these terms and conditions.

3. STH will employ personnel with the required qualifications for the services to be provided under the contract. STH becomes itself decide which employees are deployed and has the right to replace employees at any time.

4. Unless otherwise stipulated in the contract, STH is entitled to provide services by third parties without the prior consent of the client.

§ 4 Changes to the scope of services

1. If the client requests changes to individual elements of the agreed scope of services during the course of the project, in particular the exchange of devices, system parts or system components, this requires a written agreement between the parties. A protocol, signed by the parties in a legally binding manner, is also deemed to be a written agreement and reflects the content of a telephone call or a project meeting.

2. STH will inform the client in writing if, after the factually justified assessment by STH, the change requires additional services or an additional time requirement and / or if the change request does not only have an insignificant effect on the employees or resources used as well as the agreed dates.

3. In the written agreement, the parties stipulate the scope and details of the change in service as well as additional remuneration. As long as the change including the remuneration, the schedule and the delivery dates has not been agreed in writing, STH is not obliged to carry out the change in performance. If such an agreement is not reached, STH will provide the contractual service as originally agreed.

4. If STH asks the client in writing to confirm the change in the scope of services, the client must give the confirmation within seven (7) calendar days if he agrees. If a confirmation is not given in time, the change in the scope of services is not agreed.

5. If services have been provided by STH (planning, software development, assembly) with regard to the originally planned use of an exchanged device, these are to be paid for by the customer in accordance with the contract.

6. During the project period, an increase / decrease list is to be kept.

§ 5 Participation of the client

1. The client ensures that cooperation services that are necessary for the provision of the services owed by STH are provided in good time and for STH free of charge.

2. The client will name an authorized contact person at STH in writing. If this contact person is replaced, the client will inform STH in good time about the new contact person and the time of the change. This contact person

- is deemed to be authorized to issue or accept legally binding declarations for the client and to make binding decisions for the client, in particular regarding changes to the services;
- will immediately review all documents that STH hands over to the client for review so that STH can correct or change these documents if necessary;
- STH will immediately provide the information about the client that is necessary for the performance of the service;
- will indicate the need for changes in good time.

3. The client will ensure that employees who support STH in the provision of services are available at the agreed times. The client is responsible for ensuring that its employees have the necessary knowledge, skills and experience to perform the tasks assigned to them.

4. If the client determines that STH assumes incorrect assumptions or that his instructions are incorrect or incomplete, he will immediately inform STH in writing.

§ 6 dates, deadlines, delays and force majeure

1. STH will provide the client with the contract offer with a preliminary schedule based on the information available to them. Dates and deadlines are non-binding as long as they have not been expressly agreed as binding in a schedule signed by both parties.

2. If dates are adjusted due to a change in performance according to § 4, STH is no longer bound to the originally agreed schedule.

3. The schedule also specifies the expected dates for carrying out work talks between the project leaders of the parties. STH produces results reports on the results of working discussions and decisions. These should be available to the parties no later than 4 working days after the meetings. Objections to the minutes of the results must be raised immediately and must be in writing. If there are no objections or not in time, the client has to prove in the event of a dispute that the protocols are incorrect.

4. Unless fixed dates are expressly stipulated in the contract, STH will only be in default with its performance obligation if the client has previously warned STH in writing and a reasonable grace period for the provision of the service has passed without success.

5. If the client does not provide a service to be performed by him, not in time or not in full, then bindingly agreed dates and deadlines for services by STH are extended accordingly. If the delay caused by the client leads to additional expenses at STH, the client must pay the usual remuneration. STH will inform the client immediately about the delay as well as about additional costs and expenses that have already arisen or will probably arise from the delay.

6. If the performance of a contractual service or cooperation performance is delayed or temporarily impossible for a party due to circumstances that lie outside of its risk area (cases of force majeure, e.g. industrial action, acts of war or terrorism, a network failure for which neither party is responsible) are extended agreed appointments for a period corresponding to the duration of the existence of this circumstance. The affected party will immediately inform the other party in writing of the impossibility of rendering the service. If these circumstances exist for a period of more than 90 days, each party has the right to terminate the contract with immediate effect without notice in writing. If the client terminates for this reason, he will pay STH an appropriate remuneration for services already rendered as well as compensation that

includes the costs and expenses that STH has already incurred in connection with the services and that turn out to be useless.

§ 7 remuneration and terms of payment

1. The agreed remuneration is based on the underlying individual contract. Unless otherwise agreed, the remuneration applies ex works or ex warehouse, excluding packaging; this will be invoiced separately.

2. STH reserves the right to change the contractually agreed prices accordingly if, between the conclusion of the contract and the date of invoicing, reductions or increases in significant cost factors in the calculation of STH of more than five percent deviation, in particular due to exchange rate fluctuations or a change of Material costs, e.g. the cost of copper cables. STH will prove the changes on request.

3. Services from STH that are provided at the request of the client, but are not included in the list of services (additional services), unless otherwise agreed in writing, are invoiced at cost according to the usual remuneration.

4. Unless otherwise stipulated in the list of services, in addition to the remuneration, the client has to assume any expenses that are necessary for the provision of services by STH or were caused by the client, in particular expenses, travel and subsistence expenses of STH employees. Travel times are remunerated to STH at the agreed hourly rate; if a corresponding agreement is missing, the client has to pay the usual remuneration. The customer has to bear all taxes, duties, customs, costs of payment transactions in connection with the provision of services.

5. Unless otherwise agreed in the relevant contract, costs for transport and any transport insurance that may need to be taken out are not included in the price.

6. All amounts are exclusive of the legally applicable sales tax.

7. The deduction of cash discount requires a special written agreement.

8. Invoiced amounts are due immediately and payable without deduction within 14 calendar days from receipt of the invoice.

9. In the event of late payment by the client, STH can set the client a period of at least 14 days - regardless of the statutory rights in the event of default - with the threat of suspending the services in the event of non-payment by the client. If STH suspends the services after the fruitless expiry of the period, STH is entitled to reimburse the customer for additional costs and expenses incurred in the course of the suspension of services. During the delay in payment, § 6.5 applies.

10. The client can only offset due to his own claims or exercise a right of retention if his claims have been legally established, are undisputed or recognized.

§ 8 liability, compensation

1. Compensation instead of performance according to § 281 BGB or reimbursement of expenses according to § 284 BGB can only be claimed after STH has set a

reasonable period for performance or subsequent performance with the declaration that after the deadline the service or subsequent performance will be rejected, and the service or supplementary performance has not taken place within the set period.

2. Subject to paragraph 1 above, the statutory liability for damage due to a guaranteed quality of the services is not restricted by this contract. For the rest, the contractor is only liable in accordance with the following paragraphs 3 to 10.

3. Subject to paragraphs 5 and 6 below, STH is fully liable in the following cases:

(a) in the event of intent and gross negligence; (b) in the event of culpable breaches of duty by its legal representatives and executives that lead to injury to life, limb or health.

4. Unless there is a case in accordance with paragraph 3 b) above, STH is only liable for simple negligence if a duty is violated, compliance with which is essential for the achievement of the purpose of the contract. An essential contractual obligation exists if the fulfillment of the obligation enables the proper execution of the contract in the first place and the contractual partners can rely on compliance with the obligation (cardinal obligation). This also applies to the actions of vicarious agents.

If a cardinal obligation is violated, liability is limited to the amount of foreseeable damage typical for the contract.

5. Except in cases of intent, STH's liability for loss of profit and other pure financial loss is limited to the contractually typical, foreseeable damage.

6. With regard to software, except in cases of intent, liability for data loss is limited to the typical recovery effort that would have occurred with regular and appropriate backup copies and insofar as the client has ensured that the data by means of appropriate data backup measures can be reconstructed from data material that is available in machine-readable form with reasonable effort.

7. The exclusions or limitations of liability in accordance with paragraphs 2 to 6 above also apply to non-contractual liability.

8. Liability according to the Product Liability Act remains unaffected by the above regulations.

9. In the relationship between the customer and STH, it is the sole responsibility of the customer to observe the products and work results delivered by STH after they have been placed on the market (product observation obligation) and to react to any dangers or hazards. The client is obliged to immediately inform STH of all errors, problems and / or dangers in connection with the products and work results delivered by STH. As far as damage or injuries are caused by a violation of the product observation obligation, the client is solely responsible for this.

10. STH does not assume any liability towards the customer for damage that is caused by the fact that the third-party companies commissioned and involved by the customer do not perform their services late, or fail to do so properly.

§ 9 retention of title and reservation of rights

1. STH retains ownership and all rights to the objects of performance until their claims from the contract have been fully settled. The client must notify STH immediately in writing if third parties have access to the reserved goods and notify third parties of STH's rights.
2. The client must notify STH immediately of any seizures or other legal impairments of the objects of performance wholly or partially belonging to STH, but at the latest after 3 working days.

§ 10 contract term and contract termination

1. In the case of contracts for work and sales, the contract only ends with the full performance of the services owed under the contract.
2. For service contracts, the contract is concluded for an indefinite period. Each party can terminate the contractual relationship with the agreed deadline. If a period of notice has not been agreed, the parties can terminate the contract with three months' notice to the end of the month.
3. The right to terminate the respective contracts for an important reason remains unaffected. An important reason is especially given under the following conditions:
 - Insolvency proceedings or a comparable proceeding is opened or the opening of the other party is refused due to lack of assets;
 - The other party has a reason for insolvency in accordance with §§ 17-19 InsO;
 - The other business partner has ceased operations;
 - Judicial recovery measures to recover payment obligations from this contract remain unsuccessful;
 - the other party, despite a written warning, has not remedied or remedied a material breach of contractual obligations within 30 days, so that the terminating party cannot be expected to adhere to the contract.
4. Terminations of a contract require delivery by registered mail / return receipt.

§ 11 confidentiality obligation

1. The parties undertake to treat as confidential all confidential information that becomes known to them when executing the respective contract and to use it only for contractually agreed purposes. The duty of confidentiality does not apply to persons who are authorized to take note of them and who are legally or contractually obliged to maintain secrecy, or to the extent that they conflict with the exercise of their own claims. Confidential information within the meaning of this provision is information, business secrets, documents, information and data which are designated as such or which by their nature are to be regarded as confidential. The term confidential information does not include information that

- are or become public domain or generally accessible (unless due to a breach of this Agreement by the informed party or one of its representatives);
- was already lawfully and without confidentiality in the possession of the informed party before it was received by the informing party; or
- transmitted by a third party who is authorized to disclose this information without restriction. The existence of one of the above exceptions must be proven by the contracting party that relies on it.

2. The client undertakes to only grant access to confidential information of the contractor who is entrusted with the implementation of the project. At STH's request, the client will have the employees named in sentence 1 above sign a corresponding declaration of confidentiality.

3. If one party is obliged to make confidential information of the other party available to a public body in the aforementioned sense, the other party must be informed immediately and if possible before the information is released to the public body.

4. The rights and obligations of paragraphs 1 to 3 are not affected by the termination of the respective contract. Both parties are obliged to return or destroy confidential information of the other party upon termination of the contract, if this has not been used properly.

§ 12 final provisions

1. There are no verbal or written ancillary agreements to these terms and conditions and to the respective contract.

2. The following order of priority applies to the contractual agreements relating to the respective contractual relationship:

- individual contracts including their attachments;
- These terms and conditions;
- Legal regulations.

3. Changes or additions to the individual contracts must be in writing. If they are not sufficient, they are void. This also applies to changes to this written form clause. E-mail communication is not considered to be in writing within the meaning of this written form requirement.

4. These terms and conditions and all individual contracts are subject exclusively to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

5. The exclusive place of jurisdiction for all disputes in connection with the respective contract is Hamburg, unless the law requires another place of jurisdiction.

6. Should a provision of the respective contract be or become ineffective, the validity of the remaining provisions remains unaffected. In such a case, the parties are obliged to participate in the creation of provisions that legally validly achieve a result that comes as close as possible to the ineffective provision. The above applies accordingly to closing any contractual gaps.

B. Special regulations

I. § 1 Acceptance of work

1. If STH provides the customer with the underlying individual contract, in whole or in part, the work contract law applies as agreed. Work performance is subject to acceptance by the client in accordance with paragraphs 2-7 below. The services to be provided by STH are only work services if the parties have expressly agreed to success in writing.

2. STH will notify the client in writing of the readiness to accept the respective services. STH can demand the acceptance of partial services if the services are self-contained or the parties have agreed to this.

3. The client is obliged to immediately check the conformity of the services rendered by STH and made available for acceptance. The inspection period is five (5) calendar days from receipt of the written notification by STH in accordance with paragraph 2 above at the client. STH is entitled to participate in each acceptance or partial acceptance and to monitor the implementation of the acceptance tests.

4. The acceptance is to be documented in an acceptance report. The acceptance report must contain a final list of the items to be accepted. All significant and negligible defects that occur are to be recorded in the acceptance report. The acceptance protocol must be signed by the parties immediately after the acceptance has been carried out. With the signing, the item is considered accepted unless there is a significant defect; a significant defect is to be noted as such in the acceptance report.

5. Work services are also deemed to have been accepted if the client has not given any written complaints within the inspection period specified in paragraph 3 (error message). Section 2.2 of this section applies accordingly to the error message.

The errors that prevent the decrease are

- Errors that lead to the fact that the service as a whole or the part of the service to be purchased cannot be used;
- Errors that unreasonably restrict or hinder an economically sensible use of important functions.

There are no mistakes preventing the acceptance

- Errors that were recognized by the client in the course of the cooperation before the acceptance test was carried out and that were not communicated to STH in writing;

or

- Insignificant errors or only insignificantly restricting the intended use.

The assignment of errors to an error category is made by mutual agreement between the contracting parties.

6. If the customer justifiably refuses acceptance, STH will eliminate the errors preventing the acceptance within a reasonable time and notify the customer again in writing of the readiness for acceptance. The parties will then carry out the acceptance test or parts of the acceptance test again and until it is successful. Section 2.4 applies accordingly to the elimination of all other errors.

7. Work performance is in any case considered accepted if the client

- uses them before carrying out the acceptance tests in the course of his business, or
- uses this after carrying out the acceptance tests over a period of four weeks in the course of his business operations, without giving notice of defects preventing the acceptance.

§ 2 liability for defects

1. STH does not guarantee

- for the compatibility of future additional components acquired by the contractor if the current version of the software release is not installed on the client's system;
- if and insofar as the thing bought or manufactured under the contract is changed without authorization, unless it can be proven that the interference was not the cause of the error;
- for errors that can be attributed to improper use or operating errors.

2. Defects must be reported immediately in a comprehensible form, stating the information useful for the detection of defects. The client is obliged to cooperate with

STH in the search for, diagnosis and correction of defects without restriction. If the client does not meet this obligation, his rights expire in the event of defects.

3. Any measures taken by STH for the purpose of reducing damage do not count as acknowledging a defect. Negotiations about a complaint are in no case a waiver of the objection that the notice of defects was not timely, factually unfounded or otherwise insufficient.

4. STH has to rectify errors properly and in due time within a reasonable period of time at its own discretion or to deliver replacements ("supplementary performance"). Costs incurred in the subsequent performance are borne by STH, unless the customer has moved the item to a different delivery address than the one agreed and the subsequent performance is therefore only possible for STH at a disproportionate cost.

5. In the event of defects, the client can only assert the legal rights to withdraw, a reduction in remuneration, damage compensation and / or reimbursement of expenses after having set STH a reasonable period of subsequent performance in accordance with paragraph 4 above with the declaration that it is after Refuse the subsequent performance after the deadline, and the subsequent performance within the set Deadline has not passed. The client is entitled to withdraw from the contract or to make a replacement if the second attempt at rectification fails. The assertion of damages or reimbursement of expenses is only possible if the requirements of Section 8 in Section A. are also met.

6. In the event of withdrawal or "compensation instead of the entire service", the customer must delete the software supplied from all memories, destroy all copies of the standard software and documentation or return it to the contractor and confirm both in writing.

7. STH can demand reimbursement of its expenses if it has acted on the basis of an error message without a defect being present and / or duly proven by the client.

8. The provision of spare parts after the warranty period has expired requires a written agreement.

9. The limitation period for claims for defects is 12 months, calculated from the transfer of risk. The statutory limitation period remains unaffected in the following cases:

- in the case of claims for damages that are directed towards compensation for physical or health damage due to a defect for which STH is responsible or based on intent or gross negligence;
- for claims for damages based on simple negligence, if a duty is violated, compliance with which is essential for the achievement of the purpose of the contract. An essential contractual obligation exists if the fulfillment of the obligation enables the proper execution of the contract in the first place and the contractual partners can trust that

the obligation will be observed (cardinal obligation);

- if the subject of the contract is a building, a thing that has been used for a building in accordance with its normal use or the provision of planning and monitoring services intended for a building;
- in the event of a delivery recourse according to §§ 478, 479 BGB.

10. Paragraphs 2 to 9 apply accordingly in the event of defects in user instructions and / or other documentation.

§ 3 rights of use

1. STH reserves the property rights and copyrights to all illustrations, drawings and documents. All drawings and block diagrams, all text descriptions and the relevant list of services and deliveries are only intended for the client and may not be passed on to third parties. Even after completion of the contractual relationship, the written consent of STH must be passed on.

2. All rights to software or other performance results, in particular copyrights, property rights and usage rights, remain with STH, unless the client is expressly granted rights by these terms and conditions or by written agreement. The client acknowledges that the software produced by STH, including the user documentation, is protected by copyright and that it is a trade secret.

3. The client receives a non-exclusive right to use the software supplied by STH (standard software and individual software) and other performance results, which is unlimited in terms of time and space and can only be transferred if the user does not use the software and only with the written consent of STH.

4. When third-party software is provided, which is identified as such ("third-party software"), priority must be given to restrictions on use that result from the manufacturer's license conditions attached to this third-party software.

5. A change of the software by the customer is only permitted if it serves to remedy a defect and STH with the remedy of this defect is in default or has refused to remedy the defect. With the rectification of errors, the client may only work commercially. Instruct third parties if it is not to be feared that important software functions will be revealed due to the troubleshooting.

6. Decompilation (retranslation) of any software code that may be provided is only permitted for the purpose of establishing interoperability with other computer programs and only if the information required for this cannot be obtained in any other way. The customer must first request such information from STH or, in the case of third-party software, from the respective manufacturer. STH is ready to provide the client with the necessary information, in particular via interfaces to other programs, for a separate fee

for the effort. This information may be made known to other contractors of the client.

7. The removal of copy protection or similar protection routines is only permitted if this protection mechanism impairs or prevents the trouble-free use of the software. The customer bears the burden of proof for the impairment or prevention of trouble-free usability. The corresponding actions within the meaning of sentence 1 may only be left to commercially working third parties if STH has not complied with the request to rectify the fault within a reasonable period. If the client uses a commercially working third party, the provision in paragraph 5 sentence 2 above applies accordingly.

8. The client is not authorized to remove or change names, brands, serial numbers or other identifying marks as well as proprietary rights notices in the software. He must include and reproduce such characteristics and notices in all copies of the software in the same form as in the original. If the originals have a note indicating copyright protection, this note must also be placed on the copies.

9. The client may only reproduce the user documentation for his own use.

10. The granting of rights of use presupposes the complete settlement of all claims of STH from this contract, in particular the payment of the remuneration by the client.

§ 4 rights of third parties

1. STH warrants that the objects of performance owed under this contract in the Federal Republic of Germany are free of third party property rights and that there are no other rights that restrict or exclude the contractual use.

2. If third parties assert such rights, the client must immediately inform STH of this in writing. STH will do everything in its power to defend the services it provides or the software against the asserted rights of third parties at its own expense or to remedy the impairment of these rights. The client grants STH all necessary powers and grants STH all the necessary powers. If the client comes his
If he does not meet the obligations under sentence 2 above, he is obliged to reimburse STH for the additional costs incurred due to the late information. STH is entitled, at its own discretion and at its own expense, to decide solely on legal defense and settlement negotiations and to fulfill asserted claims at its own expense and at its own discretion, to defend itself or to end the dispute by settlement.

3. The client may not recognize third party claims without the consent of STH. He is only entitled to take over the negotiations or the judicial procedure if STH cannot resolve the matter within a reasonable time or if STH gives its consent in writing. The client will work with STH and will adequately support STH in defending against claims or in negotiations. STH bears the reasonable costs incurred by the client in this respect.

4. As far as legal defects exist, STH is obliged to

- at your choice either to acquire the rights of third parties that impair the contractual use of the service and / or software at your own expense or to remove the basis for their assertion by lawful measures, in particular the service and / or software in such a way change or replace that they no longer violate third party rights, provided that this does not significantly impair the guaranteed functionality of the service and / or software;
- if the client himself takes on legal defense, to reimburse the client for the appropriate costs,

Statutory claims going beyond this remain unaffected.

5. The liability limitations of Section 8 in Section A apply to all contractual claims for damages and reimbursement of expenses.

§ 5 processing

If the delivered goods are processed, STH is the manufacturer.

§ 6 Service / maintenance / other services

1. Service and maintenance are only part of the respective contract if this is expressly agreed in writing.
2. If STH has been commissioned to carry out service and maintenance work, STH can use other companies with whom STH regularly cooperates for these purposes as subcontractors without the consent of the client.
3. Services to be provided by STH are not subject to acceptance. STH will send the results of the services as a draft to the client for approval. If the client does not notify change requests in writing within fourteen (14) days of receiving the results, STH will provide the client with the results of the services in their final form. If the client informs STH of a change request within the approval period, STH and the client will agree on the change request. STH will take into account agreed changes in the results of the services and will make the results of the services available to the client again.
4. If the parties have expressly agreed in writing that the delivery of documentation or concepts is a work to be performed by STH, the client will check these within five (5) working days after the final version has been sent and declare acceptance, provided that the documentation has no significant errors. Essential errors are STH within the sentence above communicated the specified period. Section 1.6 of Section B Number I applies accordingly. The documentation and / or the concept are deemed to have been accepted, unless the client notifies substantial errors in writing within the period specified in sentence 1.

§ 7 assembly

If the content of the contract provides for the installation of plants or plant parts in the client's premises, the following provisions apply in addition to the above provisions:

1. The client guarantees that the work place is adequately supplied with light and electricity, as well as the load-bearing capacity of ceilings, walls and floors and that the installation site and delivery routes are freely accessible. He must provide STH with at least one telephone connection for exclusive use.

2. The client is responsible for the proper handover of supplies and their functionality.

3. All rooms are handed over to STH dust-free at the time agreed in the schedule. The absence of dust must be documented in a handover report in accordance with the following points:

- All work generating dust and chips must be completed.
- All construction work has been completed, all breakthroughs have been completed.
- There is space for STH in the relevant areas.
- Air conditioning and heating installations have been completed, the systems are ready for operation and have undergone a test run. The air conditioning ducts are blown through and the filter mats replaced.
- The raised floors and floor work have been completed, with the exception of carpets.
- The work on the wall and ceiling area has been completed.
- Dust, smoke and dirt transmission (e.g. via air conditioning, double floors, route guides) are excluded.
- The delivery and transport of larger system parts to the dust-free areas must be ensured.
- Non-specialist companies are only authorized to access in consultation with STH. The STH site management has the key power.
- Deviations are to be coordinated and logged in individual cases between project management and the STH construction management.

4. All necessary structural measures such as Breakthroughs for cable routes, cable trays, fire barriers as well as air conditioning facilities and ducts etc. are provided by the client.

These measures must be carried out by the customer at the point in time that is defined in the schedule as the start of the media technology installations. This also applies to any structural changes to be made, e.g. for delivery routes of the equipment etc.

5. If the installation takes a period of more than one day, the client must provide STH with a lockable room for the temporary storage of equipment and materials. Rooms in which installations have to be made must be lockable from the start of assembly work until acceptance. The installation of door locks can be carried out by STH at the customer's expense.

II.

§ 1 Rent of studio capacities, control room equipment, editing stations and lighting equipment

1. The use of the facilities according to Section B Number II § 1 and accessories is based on the regulations of the written offer of STH accepted by the contractual partner. The transfer point of all video / audio and other signals is the mail transfer room in building N.

2. The contractual partner may only place third party orders for the relationship of the required facilities in accordance with Section B Number II § 1 together with additional devices and other technical services for the technical manufacture of its production and

the employees required for its provision / operation after prior written approval by STH .

3. The contractual partner is only entitled to the facilities rented by STH in accordance with §2 and accessories during the rental period during the period agreed in writing.

If the use of the facilities according to §2 and accessories goes beyond the scope offered, prior written approval by STH is required; there is no entitlement to such additional use and / or use of the facilities beyond the agreed rental period in accordance with Section B Number II § 1 and accessories.

4. All services going beyond STH's offer will be charged separately. STH is entitled to invoice additional services if these are expressly agreed with the contract partner or if the additional services are unpredictable, but are necessary to fulfill the order and a prior agreement cannot be made due to time constraints. If no prices have been agreed for additional services, these are for to apply the main contract agreed prices accordingly. § 2 rental of studio and broadcast technology

1. The use of studio and broadcast technology along with accessories is based on the regulations of the written offer of STH accepted by the contractual partner. The transfer point of all video / audio and other signals is the external connection panel of the respective studio and television broadcasting vehicle.

2. The contractual partner may only place orders with third parties for the mobile equipment required for the technical manufacture of its production, as well as additional devices and other technical services, as well as the employees required for their provision / operation, after using STH's studio and broadcast technology.

3. The television broadcasting vehicle and accessories rented from STH are generally only available to the contractual partner during the rental period in the time agreed in writing.

Insofar as the use of the television broadcasting vehicles goes beyond the scope of the offer, an early consultation with the disposition is required; there is no entitlement to such additional use and / or use of the television broadcast vehicles beyond the agreed rental period.

4. All services going beyond STH's offer will be charged separately. STH is entitled to invoice additional services if these are expressly agreed with the contractual partner or if the additional services are unpredictable, but are necessary to fulfill the order and a prior agreement cannot be made due to time constraints. If no prices have been agreed for additional services, the prices agreed for the main order are to be applied accordingly.

§ 3 duty of care, liability of the contractual partner, insurance

1. The contractual partner undertakes to only use all items leased for the intended purpose and to treat them with care. Without STH's prior consent, they may not be rented to third parties or otherwise left for use and may not be changed. Section 540 (1)

sentence 2 BGB is excluded. Rental objects must be properly stored before and after use; they may not be outside the Federal territory or transported or used, unless this has been expressly agreed beforehand.

In the event of any defects, the contractual partner must notify STH of the defect immediately and enable the repair to be carried out by STH or third parties at short notice. The contractual partner is not entitled to make changes to the rental object. If the rental object is seized or confiscated by third parties at the contractual partner, the contractual partner must notify STH of this immediately in writing. The contractual partner is also obliged to inform the third party that STH is the owner of the seized or confiscated item.

2. STH is entitled to prohibit actions / measures of the contractual partner that do not appear to it in accordance with legal, official or professional association regulations during production, or to require security measures to be taken, if and insofar as employees provided by it / Rental objects appear to be at risk.

3. Damage, deterioration or other changes occurring during the period of use of a facility used by the contractual partner in accordance with Section B Number II § 1 together with accessories or a rented property or its loss as well as any consequential damage / expenses caused by such events shall be borne by the contractual partner insofar as the contractual partner does not prove that he is not responsible for the respective event or is only based on such contractual use, the consequences of which he is not responsible for under these conditions.

The contractual partner is responsible for the fault of its employees, agents or other vicarious agents.

4. The contractual partner shall also be liable to STH for any damage to others in its care and owned by STH or its employees
Objects and any consequential damage / expenses adequately caused thereby, insofar as the damage was culpably caused by him or third parties, for the actions of which he is responsible in accordance with Section 3 above.

5. The contractual partner is obliged to properly and adequately increase the general liability risk associated with the respective production assure. STH must be provided with proof of the insurance upon request.

§ 4 Official exemptions, industrial property rights

1. If official exemptions are required for the execution of any type of shooting, the contracting partner is solely responsible for obtaining the appropriate permits. If a required approval is not granted or revoked, the validity of the concluded contract between STH and the contract partner and his obligation to pay the agreed remuneration remain unaffected.

2. The contractual partner guarantees that STH neither by him nor by third parties because of their involvement in the production, transfer and processing of image and /

or sound recordings and / or other cooperation acts due to any violation of commercial protection or exploitation rights (especially copyrights). The contractual partner undertakes to promptly release STH from such claims upon first request and, if necessary, also to assume the costs of STH for an appropriate legal defense.

§ 5 liability of STH

1. Upon request, the contractual partner has the opportunity to view the rental objects before the start of the rental period in order to determine their suitability for the intended use.

Insofar as the suitability of a leased object for contractual use is lost during the rental period, without the contracting partner being responsible for this, the point in time at which STH receives notification of this condition by the contracting partner and / or this condition is otherwise evident to STH has become known, the obligation of the contractual partner to pay the rental price until the date of termination of the contract or restoration of suitability. If the usability is restricted, the above regulation applies, with the proviso that the rental price is reduced in accordance with the degree of the usability restriction. Insignificant restrictions on usability are not taken into account.

In the event of defects in the rental property or defective services for which it is responsible, STH must be given the appropriate opportunity - as far as possible - to remedy the deficiency or to remedy the respective service - at your option - or to provide it anew.

2. Cases of force majeure that prevent STH, its suppliers or other vicarious agents from processing the contract release STH from performance of the contract until force majeure ceases to exist.

Insofar as these events are significant with regard to their obligation and are not indebted to STH, not even with regard to the selection of their vicarious agents, cases of force majeure apply on an equal footing: industrial action, fluctuations / interruptions in the energy supply or signal line network, vehicle failure due to technical faults or accidents.

STH does not guarantee defects

a) if the contractual partner changes the rental property without authorization or otherwise interferes with it, unless the contractual partner proves that his intervention was not the cause of the defect,

b) if the defect is due to improper installation, installation or operation by the contractual partner.

3. The fault-independent liability for damages for defects of the rented item already existing at the time of contract conclusion is expressly excluded according to § 536a paragraph 1 BGB.

If the contractual partner asserts claims for damages based on intent or gross

negligence, including intent and gross negligence on the part of STH's representatives or vicarious agents, STH is liable according to the statutory provisions. However, liability for damages is limited to the foreseeable, typically occurring damage, provided that STH is not accused of willful breach of contract.

STH is liable according to the statutory provisions if STH culpably violates an essential contractual obligation. In this case, however, liability for damages is limited to the foreseeable, typically occurring damage. What is essential is a contractual obligation, the violation of which jeopardizes the achievement of the purpose of the contract, or the fulfillment of which makes the proper execution of the contract possible in the first place and the compliance of which the contractual partner can regularly rely on. STH's liability for culpable injury to life, limb or health remains unaffected. This also applies to mandatory liability under the Product Liability Act.

A further liability of SBA for compensation than is provided in this number 3 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence when concluding the contract, due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with § 823 BGB.

The limitation of liability according to section 3 also applies if the contracting party demands reimbursement of useless expenses instead of a claim for compensation for damage instead of performance.

Insofar as the liability for damages towards STH is excluded or limited, this also applies to the personal liability for damages of the employees, workers, employees, representatives and agents of STH.

4. STH is not liable for indirect damage caused to the contractual partner or third parties by the failure of the equipment used in accordance with Section B Number II § 1 together with accessories, television broadcasting vehicles and accessories or objects or personnel rented from STH. It is the responsibility of the contractual partner to take out loss of production or business interruption insurance, if necessary. The contractual partner is responsible for taking out comprehensive insurance for the video and / or sound recordings that STH has been given for processing.

Insofar as such records are damaged or lost during processing at STH and there is no disclaimer in accordance with Section 3 above, STH's liability - except for cases of deliberate or grossly negligent damage by legal representatives or senior staff of STH - is limited to the new delivery of unexposed and unplayed raw material in the appropriate amount.

STH is not liable for the loss of data and / or programs insofar as the damage is due to the fact that the contractual partner has failed to carrying out data backups and

thereby ensuring that lost data can be restored with reasonable effort.

Employees procured by STH are not considered vicarious agents of STH. Insofar as liability according to section 3 is not excluded anyway, STH is only liable for the correct selection with regard to these employees; in particular, STH does not guarantee the quality of the individual services provided by the employees it procures.

Insofar as the liability for damages towards STH is excluded or limited, this also applies to the personal liability for damages of the employees, workers, employees, representatives and agents of STH.

5. The limitation period for claims for damages by the contractual partner due to a defect in the rental item is 12 months. The statutory limitation period remains unaffected in the following cases:

- a) in the case of claims for damages which are directed to compensation for physical or health damage due to a defect for which STH is responsible;
- b) claims for damages based on intent or gross negligence;
- c) for claims for damages based on simple negligence, if the breach of duty is an essential contractual obligation within the meaning of Section 3 Paragraph 3.

An assignment of claims for damages by the contractual partner is excluded.

§ 6 Premature termination of contract by STH

STH is entitled to extraordinarily terminate the contractual relationship for good cause without observing a notice period if insolvency proceedings are opened against the assets of the contractual partner or the opening of such proceedings is refused due to lack of funds or the contractual partner has become insolvent after the contract has been concluded or despite delay and setting a deadline significant part of his obligations not met with STH. The right to extraordinary termination for any other important reason remains unaffected.

§ 7 Return of rental objects, security deposit

1. The contractual partner must return rented equipment and objects in proper condition to STH's place of business, unless the parties have agreed another return location. If the return is not in a proper condition, SBA can take the measures necessary to establish a proper condition and invoice the contracting party for the expenses.

Until the rental property is in proper condition, it is deemed not to have been returned. The same applies if the rental item is returned incomplete. If the contractual partner does not return the rented item on the agreed date, he must pay the agreed rent for each day started, unless he can prove that STH has incurred no or only minor damage. Further claims for damages by STH remain unaffected.

When returning the rental property, STH will generally examine it in the presence of the contractual partner. The results of the investigation must be recorded and signed by the parties in a written return protocol.

2. At the request of STH, the contractual partner must provide security to secure the remuneration claims and any claims for expenses and damages from STH with regard to the facilities and objects provided for use. The level of security is agreed in individual cases. The contractual partner is entitled to provide security by providing an unconditional, unlimited, irrevocable and joint and several guarantee from a credit institution or credit insurer approved in the EU.

§ 8 transfer of rights

The contractual partner is not entitled to transfer rights and / or obligations from contracts concluded with STH to third parties without STH's prior written consent. In the case of productions that are produced on the basis of a contract with STH, STH is to be named as a service provider in the title credits or credits in the manner customary in the industry. III. Use of labor 1. If STH makes employees available to the contractual partner, either a service contract or a temporary employment agency is established between STH and the contractual partner. STH is licensed to commercial temporary employment. In the course of their work for the contractual partner, the employees become their vicarious agents.

2. The contractual partner undertakes to use the employees only in the context of their own production and in accordance with the contract, to observe the employee protection rights - including the regulation of the Working Hours Act - and to observe the breaks to be granted under labor law.

3. The employees are remunerated by STH. As long as the procured employees are in a contractual relationship with STH, the contractual partner will neither directly nor indirectly grant these employees any remuneration or other benefits.

Severability clause

If one of the above provisions is ineffective in whole or in part due to statutory provisions, regulations or amendments to the law, all other provisions remain unaffected and continue to apply in full.

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