General Conditions for the Purchase of IT Services of the ProSiebenSat.1 Group (IT T&C)

Part 1: General Terms and Conditions

1. Definitions

1.1 **Contractor** shall refer to the company accepting the Order.

1.2 **Contractor's Project Manager** shall refer to a project manager appointed by the Contractor.

1.3 **Framework Agreements** are agreements on contractual services and stipulate the remuneration and delivery conditions. Unless otherwise expressly agreed, Framework Agreements do not constitute any obligation to request contractual services. Framework Agreements obligate the Contractor to furnish all requested contractual services according to the provisions of the Framework Agreements. Contractual obligations, especially acceptance obligations or payment obligations occur at the earliest when they are requested.

1.4 **Individual Contracts** are those entered into between Principal and Contractor for the request of Services under a Framework Agreement. Individual Contracts are an integral part of each Framework Agreement. Individual Contracts typically detail the Services to be rendered by the Contractor (e.g. specifications, performance periods and deadlines and engagement of third parties / approval for third-party costs).

1.5 **Individually Created Licensed Objects** shall refer to the Licensed Objects which the Contractor creates specifically for the Principal. They include non-integrated Standard Licensed Objects of the Contractor or third parties.

1.6 **IT Services** are those services which are based in any way on the use of information technology, especially (i) software programming (ii) customization of IT programs (iii) supply of hardware and software (iv) providing telecommunication lines, (v) developing system architecture and configuration, (vi) provision of consulting services, (vii) performance of analyses.

1.7 **Licensed Objects** shall refer to all work products, especially software programs in object and source code form, data collections and databases, user and program documentation and operating instructions, user manuals, configurations, parameterization, interface development, all script programming, designs, drafts, processes, specifications, reports and concepts.

1.8 **Offer** is the binding description of the goods, services, and prices by the Contractor.

1.9 **Order** represents a binding delivery and Service request by the Principal, which may be effected via SAP Order Process, a signed contract, the acceptance of an Offer from the Contractor by the Principal and/or via an Individual Contract entered into under the Framework Agreement, if applicable.

1.10 **P7S1** shall mean ProSiebenSat.1 Media SE.

1.11 **Party** shall refer to the Principal or the Contractor respectively.

1.12 **Principal** shall refer to P7S1 or the respective company, which is affiliated with P7S1 according to Sections 15 *et seq.* of the German Stock Corporation Act (AktG) and which is commissioning the IT Services stipulated in the Order.

1.13 **Principal's Project Manager** shall refer to a project manager appointed by the Principal.

1.14 **ProSiebenSat.1 Group** shall mean P7S1 including all companies affiliated with P7S1 according to Sections 15 *et seq.* of the German Stock Corporation Act (AktG).

1.15 **SaaS** shall mean providing software via the Internet.

1.16 **SAP Process** is an electronic Order which the Principal initiates through SAP and which is sent to the Contractor using telecommunications means (e.g. fax or e-mail).

1.17 **Standard Licensed Objects** shall refer to all Licensed Objects which were not specifically developed for the Principal or parts of these Licensed Objects. Changes, edits and reconfigurations of Standard Licensed Objects, which are performed according to the individual specifications of the Principal, shall be regarded as Individually Created Licensed Objects.

1.18 **System** shall refer to a standard application solution containing matched, configured components and devices. It is normally equipped with an operating system and user software.

1.19 **Technology** shall refer to the duly annotated and latest source code of Licensed Objects, the maintenance and development documentation, and the development tools.

2. Scope of Application of the General Conditions for Purchase of IT Services (IT T&C)

2.1 These IT T&C shall apply to all Orders relating to the use of IT Services. This may include, for example, service contracts, work contracts, purchase contracts, lease agreements and other software license agreements for the temporary or permanent use of software.

2.2 These IT T&C of the Principal shall apply exclusively. Conflicting conditions or terms and conditions of the Contractor differing from these IT T&C shall hereby be explicitly rejected. The IT T&C of the Principal shall also apply whenever the Principal unreservedly accepts goods and services from the Contractor in the knowledge of conflicting or deviating conditions of the Contractor. The principles related to the use of commercial letters of confirmation shall not apply.

3. Amendments to the IT T&C

The Contractor shall be informed about amendments to the IT T&C. If the Contractor does not object to these amendments in writing within a period of four weeks, the amendments shall be deemed to have been accepted. In the event of objection, the original IT T&C shall remain in force. The Principal shall inform the Contractor about the effects of allowing the deadline to pass in the notice announcing the amendment of the IT T&C.

4. Contract Documents / Annexes

The following documents (if available in each case respectively) shall form an integral part of the contract in the following order of priority. A document with a lower ordinal number shall take precedence each time over a document with a higher ordinal number:

1. Order (e.g. using the Order form during the Order Process) plus the Offer

2. Framework Agreement

3. These IT T&C

Additionally, Annex 1 "Acceptance Certificate" (sample acceptance form) as well as the "Supplier Code of Conduct", available at https://www.prosiebensat1.com/en/company/purchasing, to which the Contractor submits to comply with, are integral part of the contract.

5.   Conclusion of Contract

A(n) (Individual) contract shall not be binding unless each party has received a copy signed by the other party, either (i) a hard copy or (ii) a scanned copy by e-mail or by fax or (iii) an electronic document signed by electronic signature or upon the Principal's declared acceptance of the Contractor's Offer by issuing an Order. A contract shall also be concluded if the Contractor starts to supply Services after the receipt of the Order. If the Parties have concluded a Framework Agreement, an Individual Contract will be concluded if the Principal places an Order in text form under the relevant Framework Agreement. Oral Orders require the Principal's confirmation in writing or in text form. The Contractor must confirm Orders in writing or in text form.

6.   Provision of Contractual Services

6.1   Both the scope of services and the scope of supply are specified in the Order as well as, in addition, the Offer.

6.2   Early deliveries or partial deliveries shall only be made with the written consent of the Principal.

6.3   The Contractor may only supply the IT Services using employees who all possess the necessary knowledge and experience. The Contractor shall be personally required to provide for all permits, notices, taxes and other fees or charges payable as well as other requirements relating to the deployment of personnel at his own expense and responsibility, and to comply with all provisions of employment law. The Contractor shall always retain the right to issue instructions and directions to employees.

6.4   The Contractor may only commission subcontractors to fulfill obligations under the Order with the prior written consent of the Principal.

6.5   All IT Services shall be duly furnished in accordance with the state of the art at the time of performance. Service characteristics stipulated by the Principal shall not release the Contractor from the obligation to ensure that technically and economically correct services are provided.

6.6   Upon request of the Principal, the Contractor shall provide written information at all times regarding the current state of the performance of services.

6.7   If the Order involves the supply of hardware, the Contractor shall, at the request of the Principal and at his own expense, take back the supplied goods at the end of their use for the purpose of disposal. The Contractor shall then duly dispose of these goods or arrange for them to be disposed of in accordance with legal regulations. No agreement contrary to Section 10 II sentence 1 of the Electrical and Electronic Equipment Act (ElektroG) shall be concluded.

6.8   The Contractor may only supply those contractual items which the manufacturer intends to distribute in a member state of the European Union or a contracting state of the Agreement on the European Economic Area.

6.9   Unless otherwise stated in the Order, the head office of the Principal shall be regarded as the place of performance.

7.   Delivery Dates, Milestones and Completion Dates

7.1   The performance of contractual services shall be subject to the dates and periods shown in the Order and, in addition, the Offer. The stipulated delivery time shall be binding. The Contractor shall inform the Principal immediately in text form, if circumstances arise or become known to him which show that the agreed-upon delivery time cannot be met.

7.2   If the Contractor or any third party is unable to perform the contractual services due to reasons for which the Principal is not responsible, the Principal shall be released from the obligation to pay.

7.3   In the event of delayed performance, the Principal shall have the rights as stipulated by applicable statute. In particular, the Principal shall be entitled to demand compensation instead of performance and/or to withdraw from the contract after the unsuccessful expiration of a reasonable grace period. If the Principal demands compensation, the Contractor shall be entitled to prove that he was not responsible for infringing the obligation.

7.4   Even if the Contractor is only temporarily unable to provide the agreed services, the Principal shall be entitled, after granting a reasonable period of grace, to alternatively commission third parties to provide the services. The payment obligation of the Principal shall still apply to the extent to which the Contractor proves that he was not responsible for the temporary impossibility to perform.

8.   Cooperation by the Principal

8.1   To the extent contractually agreed and necessary, the Principal shall cooperate in the execution of the contract.

8.2   The Contractor shall be required to request the Principal to cooperate by giving a reasonable written notice and by specifying the specific cooperating act. If the Contractor omits to make this request, the Principal shall not be in default with cooperation and the Contractor may not invoke undue cooperation. The Principal shall only be held liable for inadequate or late cooperation to the extent he is responsible in this regard.

9.   Transfer of Ownership and Passing of Risk

9.1   If the Contractor is required to transfer ownership of tangible goods, ownership shall be transferred without reservation of title, as a matter of principle, as soon as the item is delivered to the Principal. If the Principal is already in possession of the item, ownership shall pass to the Principal when the contract is concluded. If the Contractor shall remain in possession of the item, ownership shall be transferred on conclusion of a corresponding constructive possession relationship.

9.2   Risk shall pass at the earliest when ownership is transferred to the Principal. Section 447 of the German Civil Code (BGB) shall not apply.

10.   Claims Due to Defects

10.1   Within the warranty period the Contractor shall rectify any defects immediately according to statutory provisions.

10.2   The following provisions shall apply to any remedy or replacement delivery in a warranty case.

10.2.1 The Principal shall choose either rectification of the defect through remedy or a replacement delivery. The Contractor may reject the form of supplementary performance chosen by the Principal if it entails disproportionate costs.

10.2.2 If the Contractor fails to rectify the deviations from the specifications due, especially the agreed specifications, even after twice performing remedy or making two replacement deliveries, or by failing to take action enabling the Principal to use the particular service according to the terms of the contract, the Principal may either choose to reduce the remuneration and, if the Contractor is responsible, also demand compensation or reimbursement

of his futile expenses, and withdraw from the contract. If the specification has not been agreed upon, the Contractor shall assume responsibility for the contractually stipulated use. Other rights and claims of the Principal shall not be affected.

10.3 The Contractor may not demand any separate remuneration for services he was obligated to perform due to the Principal exercising his warranty rights. If the Contractor asserts a claim for remuneration, he shall provide reason and prove that the services were not covered by his legal obligations due to the Contractor exercising his warranty rights.

10.4 Goods being the subject of complaint shall be returned or collected at the expense and at the risk of the Contractor.

10.5 If the Contractor is in default of performance, the Principal shall be entitled to personally rectify defects at the expense of the Contractor after unsuccessful expiration of a reasonable period of grace granted by the Principal for remedying the defect. Granting a reasonable period of time is not necessary in cases of special urgency due to pressing needs for immediate action or if remedying the defect is unacceptable for the Principal.

10.6 The Principal shall inform the Contractor about obvious and hidden defects upon their discovery within a period of 2 weeks. Section 377 of the German Commercial Code (HGB) shall not apply in this respect.

10.7 The Contractor's liability for defects shall not be affected by the Principal's approval of technical documents and/or calculations of the Contractor.

10.8 Section 536b of the German Civil Code shall not apply to software licenses granted on a temporary basis.

11. Liability

11.1 The Contractor shall be liable for all damages which are caused intentionally or negligently by him, his employees or any commissioned third parties (agents and/or vicarious agents, subcontractors) exclusively to the extent stipulated by law.

11.2 The Contractor shall be required to indemnify the Principal for any product liability claims if the Contractor is responsible for the defect causing liability.

11.3 The Contractor shall be required to maintain company public and product liability ("Betriebs- und Produkthaftpflichtversicherung") insurance with a cover sum of at least €5 million per case of personal injury/material damage. Upon request, the Contractor shall provide the Principal with documentary evidence (copies) of this insurance policy.

11.4 Contractual penalties or lump-sum claims for damages against the Principal shall be excluded.

11.5 The Principal shall only be liable for simple and slight negligence in the event of infringement of a material contractual obligation and exclusively to the extent of the foreseeable damage. Material contractual obligations shall be obligations whose fulfillment actually enables the proper implementation of the contract and on whose observance the Party may normally rely.

11.6 The Principal shall not be liable for indirect damage, especially lost profits.

11.7 If the liability of the Principal is excluded, this exemption shall also apply to the liability of the employees, legal representatives and agents of the Principal.

11.8 Section 11.5, Section 11.6 and Section 11.7 shall not apply to intent and gross negligence, as well as to damage arising from the loss of life, physical injury or damage to health.

12. Warranty Period / Statute of Limitations

12.1 The limitation Period for defects shall be at least 24 months. If the legal warranty period is longer, the longer limitation period shall apply instead.

12.2 In the event of performance obligations subject to acceptance, the limitation period shall commence on the date of acceptance. In the case of performance obligations subject to handover, the limitation period shall commence upon handover to the Principal.

12.3 In case of legal defects, the limitation period shall not commence before the Principal has become aware of the defect.

12.4 Otherwise the statutory limitation periods and provisions regarding the commencement of the limitation period shall apply.

13. Third-Party Rights

13.1 The Contractor shall warrant that all services and Licensed Objects are free of third party intellectual property rights and that there are no other third-party rights which restrict or exclude their contractual use. Every contractual item must have been placed on the market with the approval of the holder of rights (especially any existing trademark rights, patent rights and/or copyrights) in a member state of the European Union or a contracting state of the Agreement on the European Economic Area. If such rights are asserted, the Contractor shall fully release the Principal upon first request from all third-party claims, including the necessary legal and extra-judicial costs and expenses incurred in this respect, especially attorney fees.

13.2 If contractual use is impaired by intellectual property rights or other third-party rights, the Contractor shall be required, subject to the choice of the Principal, to either modify the Licensed Objects in such a way that they are no longer violating third party rights, but still comply with the contractual provisions, or otherwise obtain authorization at his own expense that these rights can be used according to the contract without restrictions and without any additional costs for the Principal. If the Contractor fails to exclude adverse effects caused by third-party rights, the Principal shall be entitled to rescind from the contract completely or partly or demand a reduction of the remuneration. Other rights and claims of the Principal shall not be affected.

14. Prices and Payment Terms

14.1 The remuneration shall cover all services to be provided by the Contractor, including any granting of rights. Automatic price adjustments shall not occur.

14.2 For the reimbursement of traveling costs, if applicable, the Traveling Expenses Guideline of the ProSiebenSat.1 Group shall apply.

14.3 All prices and costs are net costs excluding VAT. The statutory VAT at the date of invoicing shall apply.

14.4 The Contractor shall pay any incurred customs duties, taxes, charges and costs of import in connection with the Order. Material expenditure by the Contractor shall only be reimbursed if this has been agreed upon in writing.

14.5 Unless otherwise agreed, the claim for payment of the agreed remuneration shall arise after the services have been rendered in full, free of defects and, in case of an acceptance requirement, after the acceptance certificate has been issued.

14.6 The payment period shall commence when the Principal receives a correct invoice in accordance with Section 14 of

the Value Added Tax Act (UStG). The due date for payment shall be 60 days after the commencement of the payment period. Section 286 (3) of the German Civil Code shall not apply. The Contractor shall grant a discount of 3% if payments are made within 14 days after the start of the payment period. Payments shall be deemed to have been made on time if the payment order of the Principal is being effected within the payment period.

14.7 All payments made by the Principal to the Contractor shall be based solely on invoices. The Principal can only process invoices if they show the reference quoted in the Order (e.g. Order number, name of the ordered Offer, etc.); the Contractor shall bear all consequences arising from the failure to fulfill this obligation, especially delays in payment.

14.8 If the Principal fails to pay on time, the Contractor may demand an annual default interest amounting to 5% above the base interest rate of the European Central Bank. The Contractor shall retain the right to produce proof of higher damage, the Principal proof of lower damage. The Principal shall only be in default if he receives a written reminder from the Contractor after the due date for payment.

14.9 Payments by the Principal shall not imply acceptance of the services of the Contractor as being in accordance with the contract.

14.10 The Principal shall have rights of offsetting and retention to the extent permitted by law.

14.11 The Contractor shall only be entitled to make use of offsetting and retention rights against claims by the Principal on the basis of undisputed or legally binding counterclaims.

15. **Granting of Rights**

15.1 The Contractor shall, with their creation or acquisition, with their handover at the latest, hereby grant the Principal an exclusive right of use, unlimited in terms of time, place and content, in respect of all Individually Created Licensed Objects. This right shall extend to all known and unknown types of use, including

- the right of permanent or temporary reproduction, either wholly or partially, by any means and in any form, for example to load and/or to run, or for other permanent and/or temporary storage on electronic, electromagnetic or optical storage media and any kind of hard drives, RAM, DVD, CD-ROM, memory cards, USB sticks, etc.;

- the right to distribute the copies on any data medium and in any form, as well as using any other means, including the right to exploit them commercially, also via lease and/or lending;

- the right of public reproduction either by wire and/or wireless means, especially the right to provide public access in such a way that the work results are available to members of the general public in places and at times of their choice;

- the right of translation, editing or other modification, and exploitation of versions thus produced in the same way as the original Licensed Objects themselves.

15.2 For Standard License Objects which arise in context of service provision, Principal only acquires a non-exclusive right for usage in accordance with Section 15.1.

15.3 The Principal shall be entitled to transfer all or some of the above-mentioned rights to third parties without the further consent of the Contractor or to separate other simple utilization rights therefrom and grant them to third parties.

15.4 If Licensed Objects are not created during the performance of services, rights shall be granted based on the Offer, or alternatively based on the above-mentioned Clause 15.2. This provision shall apply in particular to standard software supplied to the Principal by the Contractor and other Standard Licensed Objects of the Contractor or a third party. However, the Principal shall be granted at least all rights which are required for use in accordance with the contract.

15.5 The Principal shall accept the granting of utilization rights with the conclusion of the contract.

15.6 The Contractor shall ensure that any moral rights are not enforced against the Principal.

15.7 It is hereby clarified and agreed that the Principal is entitled to transfer all utilization rights that are granted to him to companies of the P7S1 Group without the consent of the Contractor.

15.8 The contracting parties may agree upon deviating utilization rights in respect of Licensed Objects which the Contractor provides as SaaS.

16. **Remote Access (e.g. via VPN)**

If the Contractor applies for access to systems of P7S1 when supplying the agreed services, the Contractor shall confirm, or respectively agree to, the customary applications, terms of use, confidentiality agreements or the like, as specified each time by the Principal, which may also include the threat of a reasonable contractual penalty.

17. **Confidentiality**

17.1 The Contractor shall be required to maintain strict confidentiality concerning all information received in writing, orally or in any other form in connection with the negotiation of this contract and the implementation of the project by the Principal. This information shall in particular include, but shall not be restricted to, documents, drafts, plans, data, know-how and any other form of trade secrets.

17.2 The Contractor shall use this information solely for the purpose of fulfilling the obligations under this contract. The Contractor shall also be required to ensure through suitable means that his employees and other persons dealing with this contract and its implementation maintain confidentiality.

17.3 The obligation to maintain confidentiality shall not apply if the Contractor proves that specific information was already known to him before the cooperation with the Principal started, if the Contractor received this information from another authorized third party or the information was generally accessible without the Contractor being responsible in this respect.

17.4 The Contractor shall be required to store all business and company documents which he receives, as well as all other written documents relating to the matters of the Principal (also own records, drafts, etc.) in due form. In particular, the Contractor shall ensure that third parties cannot access these documents. During the term of the contract the documents shall be returned to the Principal upon his request; after termination of the contract they shall be returned immediately and without prior request. Any right of retention shall be excluded.

17.5 Any confidentiality agreement concluded separately shall not be affected.

18. **Data Protection**

18.1 The Contractor shall be obliged to comply with current applicable data protection regulations, but at least with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act

(BDSG), and to also impose the same obligation on his employees and commissioned third parties.

18.2 If and as far as the Contractor is obligated to collect, process, or use personal data on behalf of the Principal in accordance with the contract or is able to access personal data of the Principal – for example through remote access to systems of the Principal – the contracting parties shall conclude a commissioned data processing agreement according to Article 28 of the GDPR.

18.3 Subcontractors used by the Contractor during the commissioned data processing agreement shall be approved in writing by the Principal.

18.4 If the Contractor is required to exchange data media, he shall be responsible for ensuring that all data on the exchanged data medium is irreparably destroyed so that access to data stored on the exchanged data medium is actually rendered impossible after the exchange. However, data shall only be destroyed if written consent has been given by the Principal.

19. Reference

The Contractor shall only be permitted to use the Principal as a reference with the express written consent of the latter. In particular, the Principal reserves the right to use his name, company logos, registered trademarks or registered designs.

20. Transferability

20.1 The Principal shall be entitled to transfer rights and obligations from this contract to companies of the P7S1 Group.

20.2 The transfer of rights and obligations by the Contractor shall be approved, in principle, by the Principal in order to become legally effective. However, assignment without the consent of the Principal shall be valid. In this case the Principal may make payment to either the Contractor or third parties with discharging effect.

21. Compliance

21.1 The Contractor or its employees and/or agents may not perform any actions through which they may be liable for prosecution on the account of fraud or embezzlement, criminal insolvency offences, restrictions against free competition, giving or taking bribes, corruption or comparable criminal or administrative offences. In the event of violation, the Principal shall be entitled to end all business relations with the Contractor, terminate existing contracts without notice and/or withdraw from all existing contracts. This shall not release the Contractor from the obligation to comply with all laws and provisions relating to the cooperation with the Principal.

21.2 In case a cartel authority or a court has ruled in a final decision that the Contractor, in connection with providing the Services, has violated the laws concerning the prohibition of agreements restricting free competition, the Principal shall be entitled to a lump sum claim for damages in the amount of seven (7) percent of the amount as stipulated in the Order. The Contractor shall be permitted to show that a damage has either not occurred or is substantially less than the lump sum claimed by the Principal.

22. Duty to Provide Information

The Contractor shall inform the Principal within a reasonable period of time about changes in his company form, business address or majority holdings. If the Contractor fails to provide this information on time, he shall be liable for resulting disadvantages and costs. For example, declarations of intent and invoices sent to outdated addresses shall be deemed to have been received.

23. Choice of Law and Place of Jurisdiction

German law shall apply with the exclusion of the UN Convention on the International Sale of Goods and the provisions of international private law. The place of jurisdiction for all legal disputes arising from or in connection with this contract shall be Munich (Munich Local Court – Amtsgericht München - or Munich I Regional Court – Landgericht München), subject to compelling different legal places of jurisdiction. The Principal shall reserve the right to take legal action at other legally competent courts. Arbitration proceedings have not been agreed.

24. Final Provision

If individual clauses of these IT T&C are invalid, the validity of the other clauses shall not be affected.

Part 2: Special Terms and Conditions for Services and Works

25. Project Management

25.1 If services are provided as part of a project, each Party shall appoint Project Managers and, if necessary, name technical contacts.

25.2 The Contractor may only replace his Project Manager with the consent of the Principal. The Principal shall not refuse consent without an objective reason. An objective reason shall be deemed to exist in particular if the replacement intended by the Contractor does not possess the same technical qualifications or the Principal would likely incur substantial training costs on account of replacement. The Principal shall be free to replace his Project Manager if the intended person has the same technical qualifications.

25.3 The Contractor shall send a written report every two weeks regarding the current state of the performance of services. As soon as he becomes aware of them, the Contractor's Project Manager shall inform the Principal's Project Manager about the threat of exceeding the agreed costs or time expenditure and about the threat of non-compliance with the agreed milestones, periods and completion dates.

25.4 The Project Managers shall not be entitled to change agreed requirements, milestone dates and milestone requirements, and other material contractual elements.

25.5 Starting from the date of conclusion of the contract, regular meetings shall be held between the Project Managers as mutually agreed either at the head office of the Principal or over the telephone.

25.6 Even if the contracting parties work in mixed project teams, this shall not be deemed as constituting joint operation (for example of a System).

26. Changes to Services

26.1 The Principal shall be entitled at all times to request - either in writing or in text form - reasonable changes to the services in accordance with the following provisions.

26.2 The Contractor shall inform the Principal within 5 working days after a request, whether the change is possible and shall submit a corresponding Offer in text form based on the agreed remuneration. This Offer shall contain the changes to the remuneration sum, the services and cooperation arrangements, as well as the impact on the agreed timelines. If an Offer cannot be prepared within 5 working days due to the complexity or scope of the change request, the Contractor shall notify the Principal immediately and the contracting parties shall agree on a reasonable period of time.

26.3 Changes within the meaning of this clause shall be recorded in a change report and shall only become binding after they have been accepted by the Principal. The change agreement shall be attached to the particular Order as an annex.

26.4 If the Contractor does not submit a reasonable change proposal on time or in case that no agreement can be reached regarding the service change, the Principal shall be entitled to an extraordinary right of termination. All services supplied up this point in time shall be remunerated. A fixed price stipulated in the Order shall represent the upper limit of the remuneration.

26.5 Within reasonable limits the Principal shall also be entitled to make reductions in the contractual services by up to 20% of the Order value and to reduce the remuneration accordingly without the Contractor invoicing the Principal for other costs and/or lost profit in this respect.

26.6 The Contractor shall only be entitled to make changes to the services with the written consent of the Principal. In particular, the service change by a supplier of the Contractor shall not constitute any right to furnish a changed service.

27. Hardware Requirements

27.1 The Contractor shall ensure that supplied equipment comply with the IT interface standards of the Principal that were brought to his attention. The Contractor shall take steps to ensure that the Principal notifies him about any necessary interface standards.

27.2 Unless otherwise expressly agreed in writing, the Contractor shall supply new equipment.

27.3 Every piece of equipment shall be designated for sale by the manufacturer in Germany.

28. Disruption in Performance of Services

28.1 If a due service is not provided according to the terms of the contract and the Contractor is responsible, he shall be required, at the request of the Principal, to supply the service without any additional costs for the Principal within a reasonable period of time according to the terms of the contract. Section 251 of the German Civil Code shall apply.

28.2 If important elements of the contractual services cannot be provided within a reasonable period of grace granted by the Principal due to reasons for which the Contractor is responsible, the Principal shall be entitled to terminate the contract without notice.

If the Contractor infringes an obligation when supplying services, the statutory presumption under which the Contractor is responsible for the infringement shall apply, unless the Contractor proves that he is not responsible for the infringement.

29. Term and Termination

29.1 If the Order contains a fixed term, the contract shall end on expiry of this period without the need for termination. A tacit extension shall only apply if it has been expressly agreed. If the term is longer than one year, the Principal may terminate the contract each time at the end of a contractual year with a period of notice of 2 months.

29.2 If no term is agreed in the Order, the contract shall run for an unlimited period and may be terminated at any time (i) by the Principal with a period of notice of 14 days at the end of the month and (ii) by the Contractor within the statutory termination periods, but at least with a period of notice of 3 months at the end of the month.

29.3 The right of the contracting parties to extraordinarily terminate service contracts or work contracts for good cause

shall not be affected. In particular, contracts may be terminated for good cause if

- one Party cannot be reasonably expected to continue with the contract due to serious or multiple breaches of contract by the other party and a warning about the relevant breaches of contract was sent at least once with stipulation of a period of grace, but the specific breach of contract is continued or repeated - any statutory rights to terminate the contract without a warning shall not be affected - or

- the financial situation of the Contractor deteriorates during the term of the contract to such an extent that fulfillment of the contract is seriously endangered, or

- an application was made to open insolvency proceedings against the assets of the Contractor and is not rejected as unjustified within four (4) weeks, or insolvency proceedings were opened against the assets of the Contractor or insolvency proceedings were rejected due to a lack of assets.

29.4 If the Principal exercises his right to terminate the contract under Section 648 of the German Civil Code, Section 648 Sentences 2 and 3 shall not apply. The Contractor may demand that remuneration be paid for the supplied service.

29.5 All contract termination notices and declarations of withdrawal shall be effected in writing.

30. Acceptance

The following rules shall apply to the acceptance of work services and, to the extent that the contracting parties agree acceptance, to other services:

30.1 Acceptance shall be effected every time in writing using the Model Acceptance Certificate (**Annex 1**). Acceptance shall not take place through implied action such as the use of the work; acceptance shall always be expressly declared by the Principal.

30.2 Prior to handover to the Principal, the Contractor shall in his turn inspect the contractual services to determine, whether they are complete and comply with the contractual requirements.

30.3 The Principal shall then be given a period of at least 14 calendar days to test the work services provided by the Contractor for their compliance with the contract. The Contractor and the Principal may also agree a different test period. Unless otherwise agreed in the Order, the following defect classes shall apply:

- *Class 1*

   The work does not actually function or defects occur that make a full test impossible or impractical.

- *Class 2*

   Most of the main and secondary functions of the work function. At least one main function only functions with considerable restrictions or workarounds. The main part of the work functions and can be properly tested.

- *Class 3*

   All main functions of the work function. Individual main and secondary functions function with restrictions or workarounds that may not be deemed insignificant. In general, the complete work can be properly tested.

- *Class 4*

All main functions of the work function. Individual main and secondary functions can be tested with minor restrictions or workarounds.

30.4 Defects occurring during the test shall be recorded in writing and shall be rectified immediately by the Contractor. At the start of the test, the Contractor shall hand over the relevant documentation and other related documents to the Principal. To the extent changes become necessary during the test, they shall be directly included in the documentation. A copy of the updated status shall be provided immediately to the Principal.

30.5 The Principal shall be obligated to acceptance if the contractual service is complete, conforms to the contract and is at most slightly defective. The Principal may refuse acceptance if a defect in Class 1 and/or Class 2 is ascertained or several defects in Class 3 are ascertained.

30.6 If the Principal is obligated to acceptance, he shall declare acceptance in writing on the Model Acceptance Certificate (**Annex 1**). The risk of accidental deterioration shall pass to the Principal upon issuing the acceptance certificate.

30.7 The Principal may also accept the contractual service in spite of non-insignificant defects. In this case the defects shall be recorded in the acceptance report and rectified immediately by the Contractor.

30.8 If acceptance is justifiably refused, the Principal shall inform the Contractor in writing about the reasons for refusal. The Contractor shall immediately carry out all necessary changes and resubmit the changed work for testing. In the meantime, the Principal may already use the work not ready for acceptance. The Principal shall only be obligated to renewed acceptance if the Contractor has proved that the defects preventing acceptance have been rectified.

30.9 If the Principal again refuses acceptance due to justified reasons, the steps described in **Section 30.8** shall be taken.

30.10 If the Principal refuses acceptance after further rework for justified reasons, the Principal may be free to either choose acceptance subject to the proviso of a reduction in the remuneration claims or withdraw from the contract. Other rights of the Principal shall not be affected.

30.11 Partial acceptance shall be excluded. The following shall not be regarded as acceptances: releases or confirmations of services or parts of services, concepts, specifications or milestones.

30.12 The limitation period for defect claims shall commence on the date of acceptance. The date of acceptance shall be the date on which the Principal signs the Model Acceptance Certificate (**Annex 1**). Signature may not be unreasonably refused. If the acceptance certificate lists significant defects, the date of acceptance shall be the date on which the last significant defect has been rectified by the Contractor.

Part 3: Special Terms and Conditions for Software

The following provisions shall still apply to contracts relating to the development, supply and/or grant of use for software - irrespective of the applicability of the other relevant General Terms and Conditions and Special Terms and Conditions of these IT T&C. The provisions of Section 28 shall also apply to contracts concerning software maintenance. They shall also apply analogously to contracts concerning temporary grant of use of software.

31. Software Services

31.1 Unless otherwise agreed, software shall be transferred to the Principal on commercially available data media in machine-readable object code together with user documentation.

31.2 If the Principal purchases software in source code form, measures carried out by the Contractor under the terms of the software warranty shall be included immediately in the source code and the manufacturer's documentation; a copy of the latest update shall be immediately provided to the Principal.

31.3 To the extent the contractual services also include improvement of the software (e.g. through upgrades, updates, etc.), specific improvements and installation at the Principal shall only be carried out with the express approval of the Principal. The Principal shall not be required to use the latest version of the software. If software support has been agreed, this support shall be provided for the particular version until the Principal decides to use an improved version. Unless otherwise agreed, improvement of the software itself shall include improvements of the related adaptations (interfaces, configurations, etc.), so far as they are necessary for the functionability of the improved software regarding the requirements of the Principal in his environment.

31.4 The Principal shall acquire utilization rights to all software improvements due under the terms of the warranty or through maintenance or another Order to the same extent as the underlying software itself.

31.5 The Contractor shall ensure that the software complies with the agreed or, in the absence of an agreement, the standard market requirements relating to time response, ergonomics, fault tolerance, maintainability and interoperability.

31.6 If the preparation of a requirement analysis or technical specifications forms part of a contract in accordance with these IT T&C, the Contractor shall ensure that (i) the requirement analysis describes all important IT-based processes, (ii) the requirement analysis examines all necessary interfaces and refers to potential problems as regards compatibility, (iii) the technical specifications continuously show all IT-based processes covered by the contract in the ProSiebenSat.1 Group in the ACTUAL condition with their organizational and IT weak spots shown in the requirements analysis, as well as a TARGET state.

32. Control Rights

If the Contractor has a statutory control right, the Principal shall verify this by personally providing the information and shall not grant, in principle, any access to premises and Systems. Suspicious control claims shall be based on statutory provisions. All justified costs incurred by the Principal as a result of a control shall be paid by the Contractor. A control right of the Contractor without suspicion shall not be agreed.

33. Source Code

To the extent that Individually Produced Licensed Objects form part of the services, the Contractor shall provide the Principal with the Technology together with the particular work is performed in machine-readable form on commercially available data media.

34. Documentation and Handover of Copies

34.1 The Contractor shall be required to hand over the service-related documentation in a format and to the extent corresponding to a standard approved and accepted by the Principal. The Contractor shall obtain information about the standard in good time. Even without an explicit agreement, the Contractor shall also be required, in any case, to supply documentation relating to individually created software according to this clause. If the documentation does not relate to the Licensed Objects, utilization rights with no restrictions regarding time, place and content shall also be granted here. In particular, the Principal may make changes to the

documentation, copy it and pass it on to members of the P7S1 Group.

34.2 If the Contractor no longer requires Individually Produced Licensed Objects (e.g. to fulfill warranty obligations), the Principal may request the Contractor at any time to return all originals and copies of the Licensed Objects (including the contractual documentation) and give a written assurance of full compliance with this obligation. If the copies are stored digitally, they shall be deleted instead of being returned.

35. Use of Open Source Software

35.1 "Free software" or "Open Source Software" is software which can be regularly purchased and transferred free of charge with open sources (OSS).

35.2 The Contractor shall only be permitted to use OSS when supplying his services and, in particular, as an integral part of Licensed Objects with the written consent of the Principal. Each time consent is granted by the Principal, it shall only relate to the actual OSS component approved by the Principal; when requesting consent to use the relevant OSS component, the Contractor shall describe it precisely quoting the version number and the applicable license conditions.

35.3 To the extent, the Contractor uses OSS when supplying services with the approval of the Principal, the Contractor shall warrant that the utilization rights for the Licensed Objects and their commercial exploitation - which are granted or are to be granted to the Principal according to this contract - are not impaired regarding the Principal and, in particular, that neither the Licensed Objects transferred to the Principal (with the exception of the OSS approved by the Principal for use itself) nor other software programs of the Principal are covered by the so-called "copy left"-effect.

35.4 Use of OSS without the consent of the Principal shall represent a material breach of obligation by the Contractor and the furnished contractual services shall be regarded as defective.

35.5 At the request of the Principal, the Contractor shall - irrespective of other warranty rights of the Principal - make all commercially reasonable efforts to replace OSS which the Contractor used without the written consent of the Principal.

35.6 Every use of OSS shall be regarded as a personal supply of services by the Contractor: All claims due to defects as well as compensation claims and/or exemption claims shall be directed against the Contractor.

36. Requirements regarding Standard Software

36.1 Unless otherwise agreed, the Contractor shall ensure that a German-language version is supplied as well.

36.2 The Contractor shall also ensure that the supplied software is free of malware (e.g. Trojans, viruses, spyware, etc.) and corresponds to the latest state of the art.

37. Replacement of Old Systems, Software Versions and Data Transfer (Migrations)

In the case of Systems which replace existing old Systems or old versions of existing Systems or software, the Contractor shall warrant that the new System contains or exceeds all positive characteristics (including the function and interfaces) of the old System. If technically feasible, the new software shall take over all settings and data from the old software and shall function without changing interfaces to external Systems.

Annex 1

Acceptance Certificate

Company:		[*the Principal*]
FAO		Tel.: [phone number]
Address		Fax: [f*ax number*]
		[Place], date
Phone		
Fax:		

Individual Order data:

Order description:	
Order number	

Notification of:

☐ Acceptance	
☐ Project completion	
☐ Other	

Acceptance restrictions:

Ascertained remaining defects	To be rectified by
☐ Enclosed (specify documents above)	

The defect claims of the Principal are not affected.

Date	Signature Name (Management)	Date	Signature Name (Project Manager)
Date	Signature Name (Contractor's Project Manager)	Date	Signature Name (Legal Representative of the Contractor)