

General terms and conditions

December, 2006

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1. DEFINITIONS

- 1.1 In these General Terms and Conditions for System Software Update of Set-Top-Boxes via the DVB-T Network, unless the context otherwise requires:

"DIGI-TV" means I/S DIGI-TV;

"DVB-T Network" means DIGI-TV's Terrestrial Digital Video Broadcast Network in Denmark;

"IOT" (abbreviation for Interoperability Test) means DIGI-TV's test of the SSU File's compliance with the specifications set out in Schedule 1 (Technical Requirements) and DIGI-TV's test of a Set-Top-Box model's ability to receive the System Software Update when sent via the DVB-T Network;

"Services" means DIGI-TV's Over the Air Download (OAD) of System Software Updates (SSU) to the Set-Top-Boxes via the DVB-T Network for a given period agreed with the STB-supplier;

"Set-Top-Box" means a technical device that connects to a television and receives signals from the DVB-T Network and then turns the signals into content displayed on the screen, hereunder also devices that are integrated in television sets or other hardware;

"System Software Update" (SSU) means the SSU File and the technical information provided in Schedule 2, Information and Order Form;

"STB-suppliers" mean the manufacturers and distributors of Set-Top-Boxes;

"SSU File" means any electronic file delivered by the STB-supplier to DIGI-TV in a form and with content in accordance with the specifications set out in Schedule 1;

2. SERVICES

- 2.1 DIGI-TV will provide the IOT and the Services to the STB-supplier on the basis of the relevant Set-Top-Box model and the SSU File both of which the STB-supplier shall deliver to DIGI-TV according to the instructions on DIGI-TV's website: [www. Digi-tv.dk](http://www.Digi-tv.dk). The SSU File shall be in compliance with specifications in Schedule 1.
- 2.2 DIGI-TV shall provide the Services to the STB-supplier subject to and only when all of the following four conditions have been fulfilled in each case:
- 1) The STB-supplier has signed and delivered to DIGI-TV the Information and Order Form regarding the Service with all necessary specifications, cf. Schedule 2.
 - 2) The full fee for the IOT and the Services specified in the Information and Order Form has been prepaid by the STB-supplier.
 - 3) DIGI-TV has received the Set-Top-Box and the SSU File from the STB-supplier.
 - 4) The relevant Set-Top-Box and SSU File has passed the IOT, which shall be carried out by DIGI-TV.
- 2.3 The IOT mentioned in Clause 2.2, (4) is conducted by DIGI-TV as "pass/fail" tests. DIGI-TV shall only be obligated to inform the STB-Supplier of the overall outcome of the tests, i.e. whether the tests were passed or failed. In case of a negative outcome the notification will not include any information or analysis of why the relevant Set-Top-Box and SSU File did not pass the tests.
- 2.4 When the Set-Top-Box and the SSU File has passed the IOT and all other conditions set out in Clause 2.2, 1)-4) have been fulfilled, DIGI-TV shall initiate the Services requested in the Information and Order Form within 14 calendar days, unless otherwise agreed with the STB-supplier.
- 2.5 DIGI-TV reserves the right to prolong the 14-day period of time set out in Clause 2.4 if the demand for Services exceeds the SSU play out capacity in the DVB-T Network or if DIGI-TV in its reasonable opinion finds it appropriate in order to ensure the proper functioning of the DVB-T Network. If the 14-day period (or such other period as may be agreed) is prolonged, DIGI-TV shall as soon as possible notify the STB-supplier thereof and of the new date for when the System Software Update will be played-out via the DVB-T Network.
- 2.6 All requests for Services will be scheduled in the order the conditions in Clause 2.2 1)-4) are fulfilled. In case the SSU File fails to pass the IOT and the STB-supplier subsequently wishes to request Services again a new procedure starts, cf. Clause 2.2.

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2.7 As part of the Service DIGI-TV will provide general information to the set-top-box end users on the following website: www.digi-tv.dk with respect to any ongoing System Software Updates via the DVB-T Network. Any information provided on the above website shall be given subject to Clause 9.

2.8 The applicable Schedules 1 and 2 (Technical Requirements and Information and Order Form) as updated by DIGI-TV from time to time are available for download at the website set out in Clause 2.7.

3. BROADCAST SERVICE DANMARK A/S

Any and all actions performed by DIGI-TV's operator Broadcast Service Danmark A/S in relation to these General Terms and Condition for System Software Updates of Set-Top-Boxes via the DVB-T Network shall be considered carried out in the name of DIGI-TV. Broadcast Service Danmark A/S shall have no rights or obligations towards the STB-supplier under these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network.

4. OBLIGATIONS OF THE STB-SUPPLIER

The STB-supplier may not send any System Software Updates to DIGI-TV that could cause interruption, disruptions, disturbance or any similar events for the traffic in the DVB-T Network or that could affect other STB-suppliers' Set-Top-Boxes. The technical information provided by the STB-supplier in the Information and Order Form to DIGI-TV shall for purposes of this Clause be considered as part of the System Software Updates.

5. FEES

5.1 The fees for the IOT and the Services are set forth in Schedule 2.

5.2 The IOT test fee is payable for each such test that is conducted by DIGI-TV. For the avoidance of any doubt this shall imply that in case a Set-Top-Box and/or an SSU File fails the IOT and the STB-supplier subsequently requests a new IOT, then a new IOT test fee is payable.

5.3 The start-up fee set out in Clause 5.1 applies to the given period that the STB-supplier wants a System Software Update to be played out via the DVB-T Network for. A new start-up fee will consequently be payable for any subsequent play-outs after the agreed play-out period has ended.

5.4 All payments hereunder shall be in Danish Kroner (DKK). All fees related to the delivery of the IOT and the Services must be paid up front. All prices stipulated herein are exclusive of VAT.

5.5 In case of delay in payment, interest at the rate stipulated in the Danish Act on Payment of Interest ("Renteloven"), calculated from the day after each payment is due, shall be owing by Operator without notice.

5.6 In the event that any authority makes a decision with consequence for the pricing of the Services DIGI-TV is entitled to change the fee if the decision from the authority contains a date on which the change must take effect.

6. CHANGES TO THE GENERAL TERMS AND CONDITIONS

6.1 DIGI-TV reserves the right to change these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network, hereunder the fees set out in Schedule 2, with immediate effect for all Orders submitted to DIGI-TV after publication of the updated General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network and/or schedules hereto on www.digi-tv.dk.

7. TERM AND TERMINATION

The STB-supplier and DIGI-TV shall have the right to terminate the below confirmation of these General Terms and Condition regarding updates of Set-Top-Boxes via the DVB-T Network including any schedules hereto without cause with a three (3) months' prior written notice. For the avoidance of any doubt Clauses 9, 11 and 12 shall survive any termination of these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network, regardless of the reason therefore.

8. NO WARRANTIES

DIGI-TV does not warrant or in any other way guarantee that the System Software Updates can be downloaded correctly on the end users Set-Top-Boxes when broadcasted through the DVB-T Network. This shall be the sole responsibility of the STB-supplier.

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9. LIMITATION OF LIABILITY

9.1 Except to the extent prohibited by applicable law:

- i) DIGI-TV's aggregate liability to the STB-supplier for claims relating to any Information and Order Form subject to these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network, including liability for non-mandatory product liability, whether for breach or in tort, shall be limited to the fees for the particular System Software update that the claim relates to.
- ii) Neither party shall be liable for any indirect, punitive, special, incidental or con-sequential damage in connection with or arising out of these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network and any Order hereunder (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage.
- iii) DIGI-TV shall under no circumstance be held liable for any loss suffered by the STB-supplier when such loss is caused directly or indirectly by another STB-supplier's System Software Updates via the DVB-T Network, hereunder but not limited to losses that arise as a result of damage to the STB-supplier's software and/or hardware and losses that arise as a result of another STB-supplier's Software Updates infringement of the intellectual property rights of the STB-supplier.
- iv) The STB-supplier shall indemnify DIGI-TV from any liability incurred by DIGI-TV towards any other STB-supplier to the extent that such liability is incurred by DIGI-TV as a direct or indirect result of the STB-supplier's use of the Services, hereunder but not limited to in case of the STB-supplier's infringement of any third parties' intellectual property rights and damage to the software and/or hardware of other STB-suppliers' set-top-boxes.

9.2 Notwithstanding the above, the STB-supplier shall be responsible for compliance with any private or public regulations relating to its business and its use of the Services as for obtaining all necessary permissions (including but not limited to broadcast rights). The STB-supplier shall carry the risk if such permissions cannot be obtained and/or are revoked and the STB-supplier shall indemnify DIGI-TV for any liability incurred towards public authorities or private individuals in connection with the STB-supplier's use of the Services, including failure to observe applicable rules and regulations or to obtain necessary permissions.

9.3 DIGI-TV accepts only product liability in accordance with the Danish Act on Product Liability to the extent that this act is mandatory. DIGI-TV accepts no product liability on any other basis.

10. FORCE MAJEURE

10.1 A party is not liable under these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network for non-performance caused by events or conditions beyond that party's control including but not limited to war, terrorism, sabotage, strike (including own strikes), lock-outs, vandalism, fire, explosions, extreme weather conditions, unexpected overturned masts, towers and antennas. This provision does not relieve the STB-supplier of its obligation to make payments when owing.

11. CONFIDENTIAL INFORMATION

11.1 If the STB-supplier or DIGI-TV desires that information provided to the other party under any Information and Order Form be held in confidence, such party will identify the information as confidential or proprietary. Neither party may disclose the other party's confidential or proprietary information and may use it only for purposes specifically contemplated in these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network. Both parties will treat tangible business and financial information of the other party that has been previously identified as confidential with the same degree of care as it does its own similar information. The foregoing obligations do not apply to information which: (i) is or becomes known by the recipient without an obligation to maintain its confidentiality; (ii) is or becomes generally known to the public through no act of omission of recipient, or (iii) is independently developed by recipient without use of confidential or proprietary information. This Clause will not affect any other confidential disclosure agreement between the parties.

12. GOVERNING LAW AND LANGUAGE

12.1 Disputes which cannot be settled amicably will be governed by the laws of Denmark and any such dispute arising out of or in connection with these General Terms and Conditions for System Software Updates of Set-Top-Boxes via the DVB-T Network and any Orders hereunder shall be settled by the Danish courts. The Maritime and Commercial Court in Copenhagen shall be the court of first instance.



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These General Terms and Conditions for System Software Update of Set-Top-Boxes via the DVB-T Network have been confirmed on the date written below by:

Company name: _____

CVR no: _____

Address: _____

Date: _____

Name of signatory:

Its:

Company no: _____

(To be issued by DIGI-TV)