

1 BASIS OF THE CONTRACT

- 1.1 The following contains the General Terms and Conditions (GTC), which shall apply to all services rendered by the undertakings of the APA Group listed below. Currently the APA Group includes APA – Austria Presse Agentur eG and its subsidiaries APA-DeFacto Datenbank & Contentmanagement GmbH, APA-IT Informationstechnologie GmbH, APA-OTS Originaltext-Service GmbH, APA-OTS Tourismuspresse GmbH, APA-PictureDesk GmbH and MediaWatch Institut für Medienanalysen GmbH. If herein below reference is made to „APA“, the provisions shall apply to the current subsidiaries mentioned above and subsidiaries in the future.
- 1.2 Depending on the service, APA will render its services alone or may make use of its subsidiaries or co-operating third-party suppliers. If APA is the contracting party, APA is the solely authorized and obligated partner. If a subsidiary is the contracting party, it is transparent within the contract for the contracting party and the GTC apply accordingly.
- 1.3 The relevant provisions of the GTC shall apply. In case of deviations from the mutually agreed text of the contract the provisions of the contract shall prevail. The present GTC shall apply to future business relationships with the contracting party even if they are not expressly agreed once again. General Terms and Conditions of the contracting party shall not apply.

2 COMMENCEMENT AND END OF THE CONTRACT

- 2.1 The contract shall commence on the relevant date agreed. If such date is not expressly stated in the contract, the commencement of rendering of services by APA shall be the commencement of the contract. The contract shall be concluded for an indefinite period of time. It may be terminated by either party as of the end of a contract year by giving six months' notice, for the first time as of the end of the first contract year, unless expressly agreed otherwise in the contract. The right to terminate the contract early with immediate effect for an important reason (in particular in case the contracting party files for bankruptcy) shall remain unaffected.
- 2.2 If any of the contractually agreed services depends on contracts which APA concluded with third parties and if such contracts are terminated in whole or in part, APA shall be entitled by a unilateral declaration vis-à-vis the contracting party to terminate the relevant part of the contract and/or to discontinue delivery of such part. In such case APA shall only be obliged to refund the contracting party the pro-rata portion of the compensation already paid which is attributable to such terminated part if the contracting party has not received a counter-performance for the part paid for. Any further claims against APA shall be excluded. Such a case shall not constitute a reason for an early termination of the entire contract.
- 2.3 Hardware and accessories which are provided by APA in the course of performance of the contract shall remain the property of APA and shall be returned to APA after termination of the contract in a working condition at the cost of the contracting party (dismantling, transport) and/or data lines shall be disconnected when the contract ends.
- 2.4 Hardware which is made available to APA by the contracting party during the term of the contract shall remain the property of the contracting party and shall be returned to the contracting party at its own cost in a working condition when the contract ends.
- 2.5 Software shall no longer be used after termination of the contract and shall be removed from all systems of the contracting party and/or shall be treated in such a way as APA may reasonably require of the contracting party.

3 RIGHT TO USE AND EXPLOIT APA SERVICES

3.1 General

- 3.1.1 APA services shall mean data and information of any kind which is directly created and processed by APA or which is provided by co-operating third-party suppliers for further editorial processing and further reuse and/or unchanged reuse. These may, in particular, be texts, images, audio recordings and video recordings, graphics or numeric elements (stock exchange prices, ...).
- 3.1.2 APA warrants that it holds the relevant rights to use and exploit the APA services provided that are necessary as per the contract and shall indemnify and hold the contracting party harmless from and against third-party claims on the condition that the contracting party uses the same in compliance with the contract.
- 3.1.3 During the valid existence of the contract the contracting party shall be given a non-exclusive, non-transferable right to use the provided APA services in accordance with the contract. Any additional use shall be permitted only if expressly approved

by APA in writing. The contracting party shall not acquire any intellectual property rights or similar rights to the relevant services of APA.

- 3.1.4 Storing of the contents of APA services shall be permitted for a maximum period of seven days. Storing shall in no case have separate economic significance. If further storing/archiving is permitted in writing, APA services shall be provably deleted immediately upon expiration of the agreed period or not later than at the end of the contract if no such period has been agreed.
- 3.1.5 With regard to the APA services made available APA expressly points out that the same do not constitute an invitation to purchase or sell rights, securities, etc. They shall be no substitute for expert advice either but shall exclusively serve the purpose of information. Reference is made to the limitation of liability as per Article 8.
- 3.1.6 The contracting party shall take all necessary and reasonable measures in order to prevent any infringement of rights to use APA services by whomsoever. Moreover, the contracting party shall inform APA immediately upon receiving knowledge of infringements and shall in a reasonable manner co-operate with APA in order to prevent abuse.
- 3.1.7 In case of an infringement of the agreed rights to use and exploit the services, APA shall be entitled to demand payment of a contractual penalty not being subject to a judicial right of reduction in an amount of one average gross annual fee to be paid by the contracting party, however, of not less than EUR 10,000 and not more than EUR 50,000 for each proved infringement if despite a warning the condition agreed in the contract is not immediately brought about. Assertion of any further claims or parallel claims for statutory and/or liquidated compensation or damages shall remain unaffected. In addition, APA may make use of an extraordinary right of termination having immediate effect. Irrespective thereof the contracting party shall indemnify and hold APA harmless from and against third-party claims arising from an infringement of the said rights to use and exploit APA services.

3.2 Internal Use

- 3.2.1 If APA services are provided for internal use, they shall serve the exclusive purpose of personal information and personal use by the users of the contracting party authorised to do so and/or, in case of information providers, the purpose of personal information and personal use by the customer of the information provider to be advised to APA (and/or the customer's users entitled to do so). In case of electronic utilisation personal use shall be determined by the number of authorised users the principal authorisation of whom shall normally be defined by username and password.

- 3.2.2 The contracting party may not pass on to third parties contents of APA services in whole or in part for free or for compensation on a regular or occasional basis in any form whatsoever. In particular, displaying on the Internet or intranet (beyond the number of authorised users), in newsletters or other e-mail mailing lists, CD-ROM or other similar forms of dissemination shall not be permitted without express consent.

3.3 Special provisions for pictures

- 3.3.1 The consent given by APA to use selected pictures shall not include a representation to the effect that persons depicted thereon or the holders of the rights to works of fine arts or applied arts depicted on the selected pictures or holders of trademarks or other proprietary rights have given their consent for public reproduction, in particular to use in connection with advertising. APA exclusively grants non-exclusive rights to use the pictures and, in this context, warrants that it holds the photographic copyrights (rights of the photographer) to the selected pictures for use for the agreed purposes. The contracting party shall be responsible for obtaining the consents of third parties that may be necessary in particular cases. The contracting party shall, in particular, comply with rights of personality, copyrights, trademark rights and other proprietary rights of depicted persons, works, items or marks with regard to the provision of the country in which use shall take place. This shall not apply if availability of the necessary consent and/or rights of APA has been expressly represented in writing and/or unless these GTC provide otherwise.

3.4 Other types of exploitation

- 3.4.1 In the event that the contracting party has been granted the right to use APA services not alone for internal purposes, special terms of use shall be observed.
- 3.4.2 The contracting party shall in each case correctly indicate source and/or use a statement of source already prepared. When displaying a content in whatsoever medium (print, Internet, ...) it must be possible to identify the author and/or the source at any time. There must be no doubt as to what content is attributable to which author and/or source.

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- 3.4.3 The contracting party shall be prohibited from publishing the advance material which is subject to a blocking period prior to expiration of the blocking period. In general, the contracting party shall in any case observe blocking notes in the caption text (e.g., with pictures no mags, no Internet). If APA deletes content for legal reasons from their services provided, it will install appropriate delete flags within its service. A further use from that time is in the sole responsibility of the contracting party. Apart from this a responsibility is governed by the provisions of these terms and conditions or the contract.
- 3.4.4 If an independent image selection from the provided image database was agreed, the following shall apply: APA holds different types of rights to use image sources, especially in case of images of freelance photographers. In case of a subsequent limitation of transferred rights APA reserves the right to modify the said rights also in relation to the contracting party.
- 3.4.5 Unless agreed otherwise, the contents of APA services shall be used without changing the contents. If prior editing on the part of the contracting party is agreed, the contracting party shall be obliged not to make any changes to the relevant contents which would contradict or blur the meaning. Editing or alienating the content of image or graphic material (photomontage, cutting out of objects disturbing the overall meaning, etc.) shall generally be prohibited.
- 3.4.6 The contracting party shall be obliged to provably advise its users/customers of the rights and obligations stated herein. If these information obligations are not complied with, infringements of rights to use resulting therefrom shall be considered infringements by the contracting party.
- ## 4 RIGHT TO USE AND EXPLOIT SOFTWARE
- 4.1 During the term of the contract the contracting party shall be given a non-exclusive and non-transferable right to use the provided software in accordance with the contract. Any further use shall only be permitted in the form expressly approved by APA in writing. The contracting party shall not acquire any intellectual property rights or similar rights to the relevant services of APA.
- 4.2 Unless expressly agreed otherwise in the contract, an exclusive right to use individually developed software may be granted.
- 4.3 Through the contracting party's participation in the manufacturing of Software the contracting party shall not acquire rights going beyond the use agreed in the contract.
- 4.4 Software provided shall be used in an unchanged form. Except for the cases provided for by law it may neither be reproduced, sublicensed, altered, edited nor made available to third parties in whole or in part.
- 4.5 Any installation and/or implementation of the Software by APA and/or the contracting party shall only be made for the number of users authorised in the contract and/or in the case of Internet services exclusively for the defined appearance on the web. Any further use shall be prohibited.
- 4.6 Rights of other software manufacturers and/or rights of hardware manufacturers shall be observed.
- ## 5 TECHNICAL SERVICES
- 5.1 If provided in the contract (e.g., in case of server hosting), APA shall ensure ongoing provision of all necessary system resources (Hardware, Software, Operating and the like) which are necessary for full availability of the agreed services. APA reserves the right to make modifications and improvements to the services available if this is in accordance with technological progress and if no impairment of the services may be expected. The contracting party shall be informed thereof in each case within a reasonable period of time.
- 5.2 If Hardware is provided and installed on the premises of the contracting party, the contracting party shall provide for internal cabling and securing of environment conditions and network connection suitable for the equipment in accordance with the guidelines mutually agreed with APA and/or third parties. To the extent that APA is the owner of the Hardware, the contracting party shall be obliged to fully indemnify and hold APA harmless from and against any loss or damage resulting from improper operation. The same shall apply to personal injuries caused by such Hardware to whomsoever.
- 5.3 APA shall carry out the relevant necessary ordering of data lines from the relevant network operator or shall provide the necessary connection capacities within its corporate network (CN). The relevant network operator and APA and/or a company commissioned by it shall install such connections and shall charge one-off installation fees independent of recurring line charges.
- 5.4 Based on the content the contracting party may be entitled to procure the Hardware or telecommunications connections itself in accordance with the specifications provided by APA and to install the same in accordance with the agreed installation plan or to instruct APA to do so. If the periods of the installation plan are not observed by the contracting party, APA shall be entitled to prove functioning of the agreed services by means of its own hardware. Irrespective thereof the payment obligation of the contracting party shall commence at the time of agreed delivery even if delivery does not actually take place or cannot take place yet for reasons for which the contracting party is responsible.
- 5.5 If agreed in the contract the contracting party itself shall provide hardware. In such cases the services stated in the contract shall be provided by APA. In addition, APA shall take out an appropriate liability insurance in the amount of the relevant replacement value.
- 5.6 The contracting party undertakes to purchase the services of APA exclusively via the Hardware and/or via telecommunications lines stated in the contract.
- 5.7 If the contracting party is subject to co-operation obligations as regards performance of the contract and if it does not fulfil the same at the agreed dates or to the agreed extent, the services provided by APA shall be deemed rendered despite limitations. Time schedules shall be changed accordingly. Additional costs resulting therefrom shall be paid for separately at the relevant applicable rates.
- 5.8 If the contracting party is provided with memory as per the contract and if the memory quota is exceeded, APA shall limit access to the agreed extent and shall be entitled to block access upon prior information unless a corresponding extension is made.
- 5.9 Special terms and conditions concerning Internet services
- 5.9.1 The contracting party shall be entitled to freely design the contents of its web pages as well as to use them commercially. APA endeavours to maintain server operation but is unable to guarantee permanent availability.
- 5.9.2 The contracting party represents that all data published and/or made available is free of any third-party rights and does not violate any statutory provisions (especially copyrights, trademarks or criminal laws). It is put on record that links to websites of third parties may also lead to criminal liability of the creator of the links as defined by law.
- 5.9.3 If third-party claims are raised or if APA otherwise obtains knowledge of legally questionable contents, APA shall be obliged and entitled to immediately block the content from third-party access until final clarification of the case. In general, APA shall not be subject to an obligation to review contents. The contracting party shall be responsible for the contents of its sites and shall indemnify APA from third-party claims and reimburse APA any and all necessary expenses related thereto.
- 5.9.4 APA does not guarantee that the virtual server is suited for a certain service or a certain software or that the virtual server is permanently available. The service of APA shall be limited to provision of the virtual server/host. APA shall not be responsible for failures within the Internet. Likewise, APA shall not be responsible for any damage directly or indirectly caused by the virtual server/host.
- 5.9.5 If and to the extent that APA was commissioned with procurement and maintenance of an Internet domain, APA shall merely act as agent, i.e. the contracting party shall conclude a contract with the registration agency in charge so that all claims concerning the relevant domain will lie with the contracting party. APA shall not have any influence on domain allocation and shall therefore not warrant that the domains applied for for the contracting party are free from third-party rights or will exist forever. This shall also apply to sub-domains allocated under the domain. The contracting party shall indemnify APA from third-party claims based on non-permitted use of a domain. In the case of termination the domain will be released by the registration agency in charge unless it is stated in the course of termination that it is intended that the domain be taken over by a different provider.
- 5.9.6 Any liability or warranty of APA for allocation of domain names ordered shall be excluded.
- 5.9.7 Elements provided by the contracting party in connection with APA web design services (such as logos, texts, images) shall remain the property of the contracting party. APA shall only acquire the rights necessary for performance of the contract. In such cases the contracting party warrants that it holds all necessary rights to use and exploit the same and shall indemnify and hold APA harmless in this respect.
- 5.9.8 In such cases APA shall not be obliged to check elements provided, especially contents, with regard to their compliance with applicable statutory provisions. However, APA may refuse to disseminate such contents if it suspects possible violations.

6 MAINTENANCE

- 6.1 APA or an undertaking commissioned by APA shall exclusively be responsible for maintenance of Hardware and/or Software being the property of APA and stated in the contract. This shall also apply to the Hardware and Software being the property of the contracting party and for which APA has agreed to render maintenance services.
- 6.2 In case the contracting party maintains Hardware and/or Software itself the contracting party undertakes to always keep the same in a working condition at its own cost.
- 6.3 Maintenance shall include repairs, i.e. solving of problems to the extent that they may arise during proper use or as a consequence of usual wear and tear, but shall not include work necessary for other reasons (e.g., line failures, construction work, lightning, humidity). The contracting party shall be liable without limitation for damage to Hardware provided by APA (including fire, water, explosion, theft or the like). Usual wear in the course of proper use shall be excluded. Due to modern technology no preventive maintenance is intended. Minor damage which does not impede functioning of the Hardware as well as damage by scratches or other damage to the surface („flaws“) shall be expressly excluded. Wearing material (e.g. ink cartridges) shall be excluded as well.
- 6.4 The contracting party shall immediately advise APA of failures that may have occurred. If maintenance work cannot be carried out at the location of the Hardware, APA shall to the extent possible provide a substitute device for the duration of the repair.
- 6.5 Maintenance shall be carried out during normal business hours of APA, currently Mondays to Thursdays from 8:00 a.m. to 5:00 p.m. and Fridays from 8:00 a.m. to 2:00 p.m. If the contracting party desires support after normal business hours, this shall be agreed separately on the maintenance sheet. APA or persons commissioned by APA shall always be granted access to the Hardware.
- 6.6 Maintenance fees shall cover the aforementioned problem-solving including wages and travelling expenses.
- 6.7 Scheduled unavailability: the technical maintenance window of APA shall be on Wednesday between 00:30 a.m. and 4:30 a.m.; any unavailability going beyond the aforementioned shall be advised by APA at least 14 days in advance.

7 DELIVERY DATES

- 7.1 Delivery dates and periods shall only be valid if agreed in writing and shall commence not earlier than on the date the order is acknowledged by APA.
- 7.2 APA endeavours to observe the agreed performance dates as accurately as possible.
- 7.3 The envisaged dates can only be observed if the contracting party completely provides all necessary work, information and documents on the agreed dates and fulfils its contribution obligation to the agreed and/or necessary extent.
- 7.4 APA shall not be responsible for delays in delivery and increases in costs arising from incorrect, incomplete or subsequently changed specifications and information. Any additional costs arising therefrom shall be borne by the contracting party.

8 WARRANTY AND LIABILITY

- 8.1 Unless otherwise agreed hereinbelow, APA shall be liable for damage due to any legal reason whatsoever only if such damage was caused by grossly negligent or intentional behaviour. APA shall not be liable for loss of information or data, lost profit or any other consequential damage.
- 8.2 In the event of an established and proved liability of APA for whatsoever reason a claim for compensation resulting therefrom shall be limited to a maximum amount of EUR 20,000 in case of proved pecuniary losses or damage to property. In case of loss of or damage to data carrier material for which APA is responsible, the compensation obligation shall not include expenses for data recovery. In this case liability shall be limited to typical recovery expenses which would have been incurred if backup copies had been duly made by the contracting party.
- 8.3 To the extent that warranty claims may apply to APA services, they shall be limited to a period of six months. Such claims shall, furthermore, be subject to the condition that the contracting party has given detailed notice in writing of the defects that occurred without delay.
- 8.4 It is the express aim of APA to ensure correctness of the contents of its services. However, APA shall not assume any warranty or liability for the contents of transmitted APA services. The usage of APA content does not excuse the

contracting party from its own journalistic due diligence. APA shall be obliged to correct objectively wrong contents immediately upon receiving knowledge thereof, such correction also being possible by indicating the source of the correct contents.

- 8.5 To the extent that the contracting party is entitled to edit received news prior to use, APA shall hold the contracting party liable for any possible third-party claims based on offences under media law and/or criminal law provided that only through editing of the news by the contracting party the news constituted an offence.
- 8.6 In no event shall APA assume any warranty or liability for the correctness of third-party data or information if the same is only technically provided by APA and/or no legally relevant editing takes place.
- 8.7 In any case the contracting party shall advise APA of defects of any kind whatsoever or of the assertion of third-party claims immediately after becoming aware of the same in order to minimise damage, if any, and shall, if necessary, assign to APA the rights and/or obligations to pursue and/or defend legal claims.
- 8.8 Provisions on Technical Services
- 8.8.1 Within the framework of its services APA shall warrant for timely and expert rendering of the agreed services to its best knowledge and ability.
- 8.8.2 Agreed services shall be deemed accepted upon completed installation and/or delivery unless the contracting party gives notice of a defect within 30 days. For the rest, a warranty period of six months after delivery and/or acceptance shall apply.
- 8.8.3 Any possible promises made regarding properties shall be valid only if expressly confirmed by APA in writing.
- 8.8.4 Warranty claims shall be subject to the proviso that the contracting party gives detailed notice in writing of the occurred defects without delay (notice of defect). Notices of defect shall only be effective if they relate to reproducible (continuously repeatable) defects.
- 8.8.5 APA shall not assume any warranty that the Software and/or Hardware provided by APA meets all requirements of the contracting party unless this was made an express content of the contract. In addition, APA does not warrant that the delivered software and/or hardware is suited for interoperation with other programmes of the contracting party and/or that the programmes will run without interruption or error or that all software errors were eliminated. Warranty shall be limited to reproducible (continuously repeatable) defects in the functioning of the programme.
- 8.8.6 Warranty shall not include defects which result from layout and installation not caused by APA, insufficient setting, non-compliance with installation requirements and terms of use, stressing beyond the performance stated by APA, modifications in APA systems (hardware or software), incorrect handling and use of unsuitable software or other materials.
- 8.8.7 Within the agreed warranty periods APA shall be obliged to render subsequent performance to the extent that notice of defects is given in a timely manner and it can be proven that APA is responsible for the defects. To the extent that defects for which APA is responsible cannot be repaired within a reasonable period of time, the contracting party shall be entitled to a reduction of the fee or cancellation of the contract.
- 8.8.8 With regard to Software and/or Hardware being the property of and provided by APA, APA shall not be responsible for limited performance or damage (among other things loss of data) if the same results from the fact that the contracting party connects or adds additional hardware or software not provided by APA or if it handles the Hardware and Software improperly or incorrectly.
- 8.8.9 APA shall not assume any liability for defects which are not within its direct sphere of control (e.g., receiver devices/networks of customers or public telecommunications lines or third-party data lines, breakdown of energy supply as well as in cases of force majeure). These cases shall not constitute a violation of the contract.
- 8.8.10 In case defects occur the contracting party shall be obliged to inform APA in writing without delay in order to be able to minimise damage, if any. APA shall not assume any liability for the occurrence of damage if the contracting party fails to give notice of defects without delay.
- 8.8.11 If hardware is provided by the contracting party, the contracting party shall be responsible for proper delivery, installation, and for damage including possible consequential damage to hardware belonging to APA.
- 8.8.12 Hardware provided by the contracting party shall be insured by APA if the hardware is installed on the premises of APA. APA shall be liable vis-à-vis the contracting party for every loss or damage due to improper handling. This shall not apply to direct or indirect consequential damage, lost profit or third-party claims.

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- 8.8.13 For software which is subsequently modified by programmers of the contracting party or by third parties, any responsibility on the part of APA shall be excluded.
- 8.8.14 If the present contract so provides, APA shall give the contracting party a personal code (username/password), which allows the same to use the agreed services. The contracting party shall be responsible for allocation and keeping secret of the relevant password(s), which shall be changed by the contracting party at least once a month for safety reasons. The contracting party shall be liable for damage resulting from misuse.

9 DATA PROTECTION

- 9.1 The contracting party shall be advised of the fact that APA stores transaction data for billing purposes until expiration of the period within which the invoice can be contested under the law. For billing purposes APA shall also be entitled to transmit data necessary therefore to third parties from which the contracting party obtains services. APA shall be entitled to collect and process personal data to the extent covered by the purpose of the contract, while interests of the contracting party worth protecting shall not be violated. Key data of the contracting party may be stored for a maximum of five years after termination of the contract for purposes of planning, marketing, cost accounting and internal statistics.
- 9.2 The contracting party undertakes to treat secret and confidential all facts and APA services related to the contract concluded, its content and performance of the same as well as to technical and other know-how which is necessary for performance and neither obvious nor state-of-the-art or which is in the public domain. This obligation shall continue to exist also after termination of the contract.
- 9.3 To the extent that the contracting party transmits or keeps available data that is subject to statutory provisions on data protection it shall ensure that it may be used by APA in accordance with the purpose of the contract and shall indemnify and hold APA harmless from and against third-party claims.

10 FEE ADJUSTMENTS AND ESCALATION

- 10.1 In connection with exploitation of APA services APA shall be entitled to make fee adjustments based on changed ranges. Unless agreed otherwise in the contract, such adjustments may be carried out every half contract year. Depending on the type of use, fee adjustments shall be based on adequate statistics (ÖAK [Austrian Association of Audit of Circulations], ÖWA [Austrian Web Analysis], technical ranges, ...). The related details shall be agreed in the individual contract.
- 10.2 In case of non-transmission of agreed hit statistics an estimate of potential use (e.g., on the basis of advertising statements) and a corresponding fee adjustment may be carried out by APA. APA may also make use of the right to extraordinarily terminate the agreement by giving one month's notice.
- 10.3 The fees stated in the contract shall be escalated in accordance with the 1996 Consumer Price Index published by Statistics Austria (basis 1996=100). The basis for annual adjustment shall be the index figure of the month preceding commencement of the contract of the previous calendar year unless otherwise mutually agreed in the contract in writing.
- 10.4 During the term of the contract APA reserves the right to modify the price structure and adjust the fees as a result thereof. Such a change shall be announced in writing not later than three months before entering into force. In such a case the contracting party shall have an extraordinary right to rescind the contract, which shall entitle the contracting party to terminate those parts affected by the fee adjustment by giving two months' notice prior to the fee adjustment entering into force. If the contracting party does not make use of such right the changed price shall be deemed agreed. Agreed periods of fixed prices shall remain unaffected.
- 10.5 Fee increases which are implemented by the relevant network operator and are utilised by APA in connection with performance of the contract shall be passed on from the date of entering into force.
- 10.6 Fee increases made by co-operating third-party suppliers shall be advised to the contracting party by APA in writing immediately after APA obtains knowledge thereof. The new fees shall apply from the date they enter into force.

11 TERMS OF PAYMENT

- 11.1 The commencement date of billing shall be the date of the commencement of the contract unless a different commencement date for payments is expressly agreed in the contract. Billing of APA services received and/or provided shall be made from the agreed commencement date onwards irrespective of actual use by the contracting party.

- 11.2 In case of exclusively technical services the commencement date of billing shall be the commencement date of services, unless a different commencement date for payments is expressly agreed in the contract. The minimum term of the contract shall in such cases only begin with the first month of billing (commencement date of billing).
- 11.3 Fixed fees shall be invoiced monthly, or at least quarterly in advance; variable fees shall be invoiced monthly, or at least quarterly in arrears and shall be paid by the contracting party within 10 days of receipt of the invoice. All stated prices shall be deemed exclusive of statutory VAT in the relevant amount and without deduction.
- 11.4 If receipt and/or provision of APA services by APA is not possible for reasons in the sphere of the contracting party or if they cannot be received or retrieved by the contracting party for the same reasons, the payment claim of APA shall continue to exist irrespective of the actual provision of services by APA. In such a case APA shall inform the contracting party in writing of its readiness to provide services. If within a period of two weeks an appropriate solution cannot be reached, APA may after such date issue an invoice to the contracting party in accordance with the contract irrespective of delivery by APA and/or use by the contracting party.
- 11.5 The contracting party may not set off its own claims against claims of APA.
- 11.6 In case of a delay in payment APA shall be entitled to charge default interest in the amount of one per cent per month. Beyond this all necessary and legal accepted expenses of collection and costs for demand notes can be invoiced. If the contracting party fails to fulfil its payment obligation within 60 days after initial billing despite written reminders, APA shall be entitled to suspend services until full payment of the outstanding invoices. Furthermore APA may unilaterally terminate the contract with immediate effect by written declaration to the contracting party.
- 11.7 Goods delivered shall remain the property of APA until full payment. APA shall have a right of retention for goods provided by the contracting party until settlement of all outstanding claims.

12 GENERAL

- 12.1 The contracting party agrees to be informed regularly or irregularly via e-mail about products and services of APA. A related revocation in writing on the part of the contracting party shall be possible at any time.
- 12.2 APA and its relevant co-operating partners (e.g., international news agencies, stock exchange services) shall at any time be entitled to make changes to the form, content and selection of their services without notice to the contracting party unless a special delivery obligation is agreed in the contract. However, the principal character of the services shall always remain the same.
- 12.3 If necessary, additional special terms and conditions may apply (e.g., OTS original text service, HOST, APA-Picture Desk). The contracting party shall be expressly informed thereof on a case-by-case basis.
- 12.4 Any and all notices or agreements relevant to the contract (contract, termination, modifications, amendments, reminders,...) shall be made in writing. If a provision of the contract should be invalid, a provision shall apply in stead of the inapplicable provision which, with respect to content and meaning of the legally effective provisions of this contract, comes as close as possible to the intent of the parties.
- 12.5 Both parties undertake to pass on all rights and obligations under this contract to their legal successors, if any. A transfer to other third parties by the contracting party shall only be permitted upon APA's express consent.
- 12.6 Austrian law to the exclusion of UN Sales Law shall apply. The place of jurisdiction shall be the court having jurisdiction over commercial matters in Vienna.
- 12.7 APA shall be entitled to adapt the present GTC to changed conditions or requirements. In the case of modifications the new GTC shall enter into force three months after publication of the same on the homepage of APA under <http://www.apa.at>. In case of modifications obliging the contracting party it shall, in addition, be informed in an appropriate form, e.g., by attaching information to invoices. If the contracting party does not agree to the new GTC and the modified provisions contained therein it may early terminate the parts of the contract, which are modified, in writing by giving two months' notice prior to the date the GTC enter into force. If modifications concern a predominant part of the contract, the contracting party can notice the whole contract accordingly. In such cases APA reserves the right to make a written declaration stating its willingness to adhere to the contract on the old conditions. In that case the termination of the contracting party shall be void.

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