



Electric Friends AS (EF) General Conditions for Delivery, Maintenance and Support of EF products

Reference and date: Electric Friends General conditions (pre-A) KAA120215

CHAPTER A – TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS	2
1. APPLICABILITY	2
2. DEFINITIONS	2
3. DELIVERY AND TRANSFER OF RIGHTS.....	4
4. VALIDITY	4
5. PRICES AND PAYMENT TERMS	4
6. COPYRIGHTS, TRADEMARKS AND INTELLECTUAL PROPERTY RIGHTS	5
7. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY RIGHTS TO THE EF PRODUCT.....	5
8. WARRANTY.....	6
9. LIABILITIES	6
10. PATENT AND COPYRIGHT INDEMNIFICATION	6
11. TERMINATION	7
12. ASSIGNMENT	7
13. NON-WAIVER	7
14. FORCE MAJEURE.....	7
15. GOVERNING LAW.....	8
CHAPTER B – TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE	9
16. FAULT RECTIFICATION	9
17. UPDATES	9
18. PERIPHERAL SYSTEM CHANGES	10
19. CHANGE MANAGEMENT.....	10
CHAPTER C – TERMS AND CONDITIONS APPLICABLE TO SUPPORT	11
20. ON-AIR/DRILLING SUPPORT	11
21. DEFICIENCY CATEGORISATION.....	11
22. TARGET SERVICE LEVELS	11
23. REMOTE SUPPORT.....	12
24. ON-SITE SUPPORT	12
25. BROADCASTER OBLIGATIONS.....	12
26. ANNUAL FEEDBACK MEETINGS	12
27. SERVICE CREDITS.....	12
CHAPTER D – TERMS AND CONDITIONS APPLICABLE TO PROJECTS	14
28. PROJECT PLANNING AND PREPARATIONS	14
29. TESTING AND ACCEPTANCE	14
30. PROJECT POSTPONEMENTS AND DELAYS.....	14

CHAPTER A – Terms and Conditions Applicable to all Contracts

1. Applicability

- 1.1. The general terms and conditions in this document apply to all forthcoming contracts with Electric Friends AS (EF) if not otherwise specifically agreed in the contract.
- 1.2. All communication affecting the terms and conditions of the contract and concerning its execution shall be made or confirmed in writing.

2. Definitions

Definitions marked with * below shall be uniquely specified and/or quantified in the contract.

Annual Maintenance and Support Fee*	The annual price for Maintenance and Support through the year. Components of this fee may be addressed as Annual Maintenance Fee or Annual Support Fee.
Applicable Chapter(s) *	The chapters (A, B, C, D) of the General Conditions applicable to the specific Contract.
Broadcaster*	The end user of the EF product or the managing service provider.
Contract, Signed Contract	Contract means the Signed Contract, applicable chapters of these General Conditions and any other contract documents explicitly listed in the Signed Contract.
Delivery*	The Broadcaster's acceptance of the Site Acceptance Test; or in the case of non-project deliveries, when the EF product is shipped from EF and its use is so authorised. Date of Delivery shall be specified in the Signed Contract.
Designated Commercial Handler*	The entity that EF at any time designates to handle payments under the Contract
Designated Service Partner*	The entity EF at any time designates to perform First, Second, Third line and/or On-site support respectively
EF product	The product or products described in Article 2 of the Signed Contract.
First Line Support	First Line Support involves direct Broadcaster contact via connection to EF support service system, telephone or e-mail and includes guidance on the operation of the product, clarification of functions and features of the EF product and product documentation, information collection, resolution of known Problems, creation of Incident/Problem ticket in tracking system, reporting into tracking system, and escalation to the next appropriate support line if necessary.
Incident	Any event which is not part of the standard operation of the EF product which causes, or may cause, an interruption to, or a reduction in quality of broadcast.
Maintenance	The maintenance services described in Chapter B supporting Broadcaster's ITIL based change management system.
Party, Parties	A party of the Contract, EF or the Broadcaster. Parties refer to both EF and the Broadcaster.

Payment Schedule*	The Payment Schedule as specified in the Signed Contract.
Peripheral System	Peripheral Systems are defined as systems, such as control systems, tracking systems or virtual reality systems, which interface with the EF product through a computer protocol.
Problem	A condition identified as a result of one or more Incidents that exhibit common symptoms for which the cause is not usually known.
Project Schedule*	The Project Schedule defined in the Contract for project deliveries.
Second Line Support	Second Line Support involves reproduction of Incidents/Problems and resolution of installation and configuration issues, reporting into tracking system, and escalation to the next appropriate support line if necessary.
Support	The support services described in Chapter C following ITIL principles for service desk, incident management and problem management.
Target Service Levels	Target service levels as set out in clause 22.
Third Line Support	Third Line Support is for complex Problems requiring resolution by EF's development team.
Total Delivery Price	Total Delivery Price means the price of the EF Robot and the EF Robot Control System as outlined in the Signed Contract. Training and associated services, maintenance and support forms no part of the Total Delivery Price.
Update	An Update is a new dot-version of the EF product, e.g. from version 1.2 to 1.3 or from version 1.3.1 to 1.3.2
Upgrade	An Upgrade is a new major version change, e.g. from 2.x to 3.x.

3. Delivery and Transfer of Rights

- 3.1. Delivery terms are EXW (INCOTERMS 2010), EF's business site unless otherwise set forth in the Signed Contract. EF may arrange shipments with reasonable carrier service as deemed necessary, unless the Broadcaster itself organizes the shipment. When EF provides handling, it will prepay freight shipping, insurance and related costs and then charge the Broadcaster without mark-up
- 3.2. The transfer of ownership of hardware takes place at Delivery.
- 3.3. For each EF product specified in the Signed Contract, EF grants one non-exclusive perpetual right to use the product's software in accordance with its technical and operations manuals for the purpose of controlling the Broadcaster's EF robot hardware only. EF software shall not be transferred to other computers than it is delivered on.
- 3.4. For each right acquired, the Broadcaster hereby accepts, to only use the software in accordance with the provision in the Contract.
- 3.5. EF and its subcontractors remain at any time the holders of all Intellectual Property Rights to software and documentation. This applies to standard programs as well as those developed specifically for the Broadcaster.
- 3.6. In the event that the Broadcaster enters into a leasing contract with a finance company in respect of the EF product, the Broadcaster agrees to be bound by the restrictions and obligations contained herein, during the term of any such lease, notwithstanding any assignment or subrogation of rights and obligations to the finance company or any provisions to the contrary contained in any such lease. In such an event, the finance company's rights and interests in the EF product shall at all times be governed by the provisions or the terms and conditions herein.

4. Validity

- 4.1. The Contract shall be effective from the date of signature and shall continue in full force and effect as long as the Broadcaster maintains its Maintenance and Support obligations, unless and until terminated in accordance with the provisions of this Contract.
- 4.2. The right to use the product and the Maintenance and Support services commence at Delivery.

5. Prices and Payment Terms

- 5.1. All prices in the Contract are exclusive of any travel and subsistence costs. EF will make its travelling arrangements according to Norwegian State regulations¹, prepay costs and then charge the Broadcaster according to these regulations with a 15 % administrative mark-up.
- 5.2. All prices in the Contract are valid for a period of 6 months from Contract signature. Unless specifically marked "Firm", payment scheduled or performed thereafter will be subject to annual adjustments January each year, according to the official Statistics Norway Consumer Price Index (CPI)² for the previous year.
- 5.3. Invoices will be submitted on the relevant (milestone) due date and shall be paid net 30 days from the date of issuance unless otherwise set forth in the Signed Contract.
- 5.4. Any payment overdue, unless on reasonable grounds as set forth in the Contract or by law, shall be subject to interest charges according to the Late Payment Act.

¹http://www.regjeringen.no/en/dep/fad/Selected-topics/andre/statens_reiseregulativ.html?id=965

²<http://www.ssb.no/english/>

6. Copyrights, Trademarks and Intellectual Property Rights

- 6.1. The Broadcaster acknowledges that the supporting software and software integrated in hardware components of the EF-product, including later Updates, Upgrades, and also tailored software hereto shall at all times remain the property of EF or its subcontractors.
- 6.2. The Broadcaster thus, agrees that no title to software in the EF-product or any Updates, Upgrade or tailored software hereto is or will be transferred to the Broadcaster.
- 6.3. Further, the Parties recognize that hardware or components in the hardware are protected by patents and other proprietary rights. Ownership to the hardware includes a right to use such patented solutions only.
- 6.4. Broadcaster agrees to fully honour and respect all such protected and protectable solutions in hardware contained in the EF-product.
- 6.5. The Parties agree to adhere to all laws and regulations to secure all trade secrets, copyrights, trademarks, product names and other protected rights of the contracting Parties.
- 6.6. In the event that a Party wishes to publish information related to the EF product and its use at the Broadcaster, the Party agrees to submit to the other Party for review materials prepared prior to release. Both Parties shall use the other Party's trademarks and trade names in a manner so as to clearly identify property rights.

7. Confidentiality and Safeguard of Property Rights to the EF Product

- 7.1. The Parties acknowledge that business confidential and proprietary information may be unveiled between the Parties and agree not to, directly or indirectly, disclose to third parties any trade secrets or otherwise use any such confidential and proprietary information received from the other Party for any purpose other than the intended purpose set forth herein.
- 7.2. The broadcaster acknowledges that the EF product contains valuable proprietary information and trade secrets of EF or its subcontractors, and the Broadcaster agree to hold in confidence its knowledge of the software system design and program structure, system logic, program flow, data flow, file content, video and report formats, coding techniques and routines, file handling, data handling, user interface screens, communications protocols, report and form generation, and any other technological information or information pertaining to the EF product or EF's business.
- 7.3. The Parties agree to take reasonable steps to safeguard all such confidential information and to prevent unauthorised access, disclosure, distribution, possession, alteration, transfer, reproduction or use thereof, including but not limited to taking appropriate action by agreement or otherwise with their officers, employees and representatives who are permitted access to the confidential information, ensuring that officers, employees and representatives of the Parties are prevented from taking any action which the Parties are prohibited from taking hereunder, as well as taking reasonable steps to prevent or remedy any actual or potential violation of the foregoing.
- 7.4. The Broadcaster agrees to notify EF promptly and in writing of the existence of any circumstances surrounding unauthorised access, disclosure, distribution, possession, alteration, transfer, reproduction or use of the EF product or any of its parts.
- 7.5. Except to the extent set forth in the Contract, the Broadcaster agrees that it shall not sell, lend, rent, lease, sub-license or otherwise transfer the EF product or the computer(s) on which the EF product is installed, to any person or third party without the prior written consent of EF.
- 7.6. The Broadcaster agrees that it shall not make or have made any copies of the EF product, nor make or have made any copies of related documentation or technical or operation

manuals beyond what is necessary for the contractual use except as authorised in writing by EF.

- 7.7. The Broadcaster agrees not to disassemble, decompile or reverse engineer any portion of the EF product, nor to use EF's data structures or communications protocols for development purposes, without a prior written consent from EF. In the case where such action is deemed necessary in order to use the EF product for the purpose of this Contract, such consent should not be withheld.

8. Warranty

- 8.1. EF warrants that the EF product, for a period of 12 months from Delivery (the Warranty period), is in compliance with the Contract.
- 8.2. EF will provide fault rectification services as described in clause 16 during the Warranty period.
- 8.3. EF will provide Updates during the Warranty period when necessitated according to 17.4 (i), (ii) and (iii).
- 8.4. For the avoidance of doubt, the fault rectifications obligation in clause 16 and Update obligation in clause 17 will further be adhered to as long as Maintenance is contracted.

9. Liabilities

- 9.1. It is expressly agreed that EF's maximum liability for damages hereunder, regardless of the form of legal action, whether in contract or in tort, shall in no event exceed the Total Delivery Price of the Contract.
- 9.2. This limitation shall not apply if EF has been acting with gross negligence or with wilful misconduct. The total accountability will then be 2 times the Total Delivery Price of the Contract.
- 9.3. Notwithstanding the aforementioned, in no event shall EF be liable hereunder for indirect or consequential damages such as loss of profits, loss of revenue, loss of data, or claims against the Broadcaster by any other party except as provided in 10 below.
- 9.4. The Parties shall not be liable for any damages whatsoever resulting from a force majeure or an act of a third party of no fault on the Party's behalf, it being understood that any fault of a third party commissioned by EF or working for or delivering on behalf of EF shall be deemed a fault on EF's behalf.
- 9.5. No legal action, regardless of form, may be brought by the Broadcaster against EF for any reason whatsoever more than two (2) years after the facts giving rise to a cause of action hereunder.

10. Patent and Copyright Indemnification

- 10.1. EF warrants that it has developed, owns, and/or possesses all rights and interests in the EF product necessary to enter into the Contract.
- 10.2. EF shall indemnify the Broadcaster from and against damages and costs which may be awarded against the Broadcaster resulting from third party suit or proceeding (in which EF has participated with due assistance from the Broadcaster or decided not to participate in).
- 10.3. In cases where the use of any EF product is denied under such suit or proceeding, or in the event that the terms of settlement agreed upon require it, EF shall, at its own expense and its sole discretion:
 - procure to the benefit of the Broadcaster the right to continue using said EF product; or

- replace same with an equivalent non-infringing product; or
- modify the infringing EF product to render it non-infringing; or
- remove the infringing EF product and refund the purchase price the Broadcaster paid therefore.

10.4. EF shall not indemnify the Broadcaster for any loss of profit or revenue, resulting from such suit or proceeding, neither for alleged breaches not being confirmed by settlement or suit. EF shall not be bound by any settlement of any charge of infringement made without the prior written consent of EF.

10.5. Notwithstanding the foregoing, EF shall have no obligations towards the Broadcaster for:

- any claim arising from the sale or use of any EF product which has been modified by others than EF, or
- supplied by EF in accordance with the Broadcaster's designs, specifications or instructions, or
- arising from the sale or use of any EF product supplied hereunder in combination with other products where such infringement would not have occurred but for such use in combination with such other products, or
- arising from failure of the Broadcaster to use an updated EF product provided by EF, at EF's sole expense with the purpose of avoiding such infringement.

10.6. The foregoing states the entire liability of EF towards the Broadcaster, whether in terms of damages or otherwise, for infringement of any copyright, patent, or other proprietary right with respect to any product furnished by EF hereunder.

11. Termination

11.1. The Broadcaster has the right to terminate the Contract 3 years from Delivery by giving 90 days advance notice in writing.

11.2. EF has the right to terminate the Contract 7 years from Delivery (Lifetime expectancy) by giving 90 days advance notice in writing.

11.3. Both Parties have the right to terminate the Contract, in the event of default by a Party of any of its material obligations under the Contract, which default is not remedied within 90 days from a written notice. A confirmation of the termination of the Contract shall also be forwarded.

12. Assignment

12.1. The Contract is for the benefit of and shall bind the Parties hereto and their respective successors and permitted assignees provided, however, that unless otherwise agreed herein neither the conditions herein nor any benefit hereunder may be assigned or otherwise transferred by the Broadcaster to any third party without the prior written consent of EF. Such consent shall not be unreasonably withheld. This also applies to Broadcaster's service providers and EF's service partners.

13. Non-waiver

13.1. The failure or neglect by a Party to enforce in any one or more instances any of the terms and conditions herein shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term or condition herein shall only be deemed to have been made if expressed in writing by the Party granting such waiver.

14. Force Majeure

14.1. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under the Contract directly or indirectly due to force majeure occurrences, civil or military

authority, war, riots, civil disturbances, accidents, fire, earthquakes, floods, strikes, lock outs, labour disturbances, court or governmental order, or any other cause beyond the reasonable control of such Party.

15. Governing Law

- 15.1. The conditions herein shall be construed in accordance with and governed by Norwegian law, without regard to conflict of law principles which would cause the laws of any other jurisdiction to apply. The Broadcaster consents and agrees that all legal proceedings relating to the subject matter of the Contract shall be maintained by the Norwegian courts, the legal venue for such proceedings are agreed to be Oslo City Court, Oslo, Norway.

CHAPTER B – Terms and Conditions Applicable to Maintenance

All maintenance services are subject to connection to Electric Friends Remote Service system.

16. Fault Rectification

- 16.1. If the EF product shows faults, EF shall rectify such faults in accordance with good practice when receiving a complaint.
- 16.2. No hardware shall be subject to repair before a repair authorisation is issued by EF support centre. When such authorisation is issued, the Broadcaster shall provide packing and shipment and pay shipping cost to designated repair centre. EF shall provide and pay return shipment accordingly.
- 16.3. When a fault is analysed to be a software fault, rectified and quality assured, it shall be included in an Update of the EF product to be made available to the Broadcaster.
- 16.4. Eventual travel and subsistence costs for on-site maintenance and support requested by the Broadcaster are not included in the warranty or the Annual Maintenance or Support fees. If, however, EF is unable to correct an identified fault of the EF product remotely, although remote login and remote assistance has been made available by the Broadcaster, and EF has not authorized repair according to 16.2, EF shall cover the travel and subsistence costs itself.

17. Updates

- 17.1. The Broadcaster obtains the right to have free Updates as long as the annual Maintenance is contracted.
- 17.2. Updates are installed using the Electric Friends Remote Service system when so ordered by the Broadcaster.
- 17.3. The Broadcaster shall be regularly informed of new versions of the EF product through release notes.
- 17.4. EF will provide an Update to the EF product (i) if necessitated by changes in operating systems (service packs, hot-fix, etc); within two releases of software when (ii) a fault is reported by any broadcaster or (iii) a fault is recognized by EF; or (iv) when important improvement features are recognized by EF.
- 17.5. EF undertakes to amend documentation manuals when the EF product is Updated or when the Broadcaster makes EF aware of mistakes, omissions or other deficiencies in the documentation.
- 17.6. EF shall support non-current versions of the EF product for a period of 12 months following the release of a new version, after which period the new version shall be the only version of the EF product maintained or supported by EF, irrespective of whether the Broadcaster has obtained or installed such a new version.
- 17.7. All Maintenance services are provided as long as the Maintenance is contracted.
- 17.8. Neither contracted Maintenance nor Warranty warrant that the EF product will function in system, after a change in the Peripheral System or its interface exercised by the Broadcaster or Peripheral System supplier. At request, EF shall however make every reasonable effort to resolve such issues.

18. Peripheral System Changes

- 18.1. The Broadcaster has the right to request development in order to support existing Peripheral Systems which have been subject to change, as well as new Peripheral Systems to be procured, provided that such equipment or systems are of the same type of systems as already supported by the EF product. With the request, the Broadcaster shall submit to EF information on the Peripheral System as well as its interface protocol.
- 18.2. In response to such requests EF shall submit in good faith and without undue delay an estimate containing schedule and price for the new Peripheral System support. If the development of an estimate requires technical elaborations, EF may require hourly and direct costs for the estimate covered by the Broadcaster, provided EF in advance has required the Broadcaster to cover the elaboration costs in writing, and that the Broadcaster has agreed hereto in writing.
- 18.3. In light of such estimates, the Broadcaster will decide whether or not the new driver or driver enhancement is to be introduced and will advise EF of its decision in writing.
- 18.4. When a new driver development or a driver enhancement is so authorised, EF shall proceed with the development and execute other necessary tasks to fulfil the requirements.
- 18.5. Any new Peripheral System support, Update or Upgrade thereto furnished by EF to the Broadcaster shall be governed by the terms and conditions herein, and shall be deemed as a new version thereof.

19. Change Management

- 19.1. EF will support the Broadcaster's ITIL based change management system if implemented. For Incidents and Problems classified as Critical, the Change control procedures may be completed retrospectively.

CHAPTER C – Terms and conditions applicable to Support

All Support services are subject to connection to Electric Friends Remote Service system

20. On-Air/Drilling Support

- 20.1. The Broadcaster may request service personnel from EF or its Designated Service Partner on-site a number of days during drilling or first time on-air to assist in case of difficulty. The number of On-Air/Drilling Support Days shall be specified in a Contract.

21. Deficiency Categorisation

Deficiencies covered are categorised in accordance with the guidelines below:

Fault category	Definition
Critical	The fault results in the failure of the EF product's ability to broadcast. No known workaround is available. If an acceptable workaround is provided to resolve the fault within 8 hrs, the response may be downgraded to Major.
Major	The fault does not result in a failure to broadcast, but causes the EF product to produce incorrect, incomplete, or inconsistent results, or the fault impairs the EF product's usability. P.ex. limited movement of the robot. Acceptable processing alternatives or workarounds exist which that yield the desired result.
Minor	The defect does not result in a failure of the EF product and does not impair usability of the product. Appropriate processing results can be obtained by working around the fault.

22. Target Service Levels

When Maintenance and Support are contracted, the following target service levels apply:

Fault category	Reaction time (24/7)	Workaround from acknowledgement	Target fix ³ from acknowledgement
Critical	1 hour	2 hours verbal diagnosis. 8 hours workaround.	14 calendar days but 96 hours if no workaround
Major	Next working day	8 hours verbal diagnosis. 32 hours workaround.	20 working days for software faults, 10 working days for hardware faults.
Minor	Two working days	10 days diagnosis.	Next two releases of software

³ Fully tested and documented fixes shall be provided within the next two releases of the relevant Mosart product.

23. Remote Support

- 23.1. EF and/or its Designated Service Partner shall support First, Second and Third Level Support in English.

24. On-site support

- 24.1. On-site support is initiated by Second or Third Line Support and shall be authorised by the Broadcaster. When urgent on site support is so authorised, EF or its Designated Service Partner is obliged to depart on the first available flight toward the Broadcaster - taking into account up to 4 hours mobilisation time. All rectification work shall continue without interruption.
- 24.2. On-site support involves resolution of all known and documented problems, complex installation and configuration issues, advanced assistance with the product operation, advanced troubleshooting of problems and trial and verification of patches delivered by Third Line Support.

25. Broadcaster Obligations

- 25.1. In order to secure efficient Support, minimum one Broadcaster representative trained in tasks such as restarting the EF product and invoking a back-up system shall be on duty. Further, during normal business hours minimum one Broadcaster representative trained in such tasks as installing and configuring the EF product shall be on duty. The Broadcaster shall perform minimum semi-annual emergency exercises. Access to support centre shall be made from the second representatives mentioned above when on duty and otherwise from the first representatives mentioned above.

26. Annual Feedback Meetings

- 26.1. The Parties will attend annual feedback meetings. In the feedback meetings the EF product and the Maintenance and Support works will be reviewed, EF will be informed about any operational difficulties, plans for new studio or newsroom equipment which requires drivers, envisioned new functionality and other issues the Broadcaster deems important. EF will, besides responding to questions, give updated information/training on new EF product functionality and equipment support available in the software updates. The Parties will cover own costs related to these meetings.

27. Service Credits

- 27.1. Service credits shall be calculated based upon EF's performance during the 12 months leading up to each anniversary after Delivery ("Calculation period").
- 27.2. The following further definitions shall apply in calculating the Service credits:
 - a. The number of Incidents and Problems reported to EF during the Calculation period shall be known as the "Total calls".
 - b. The number of the Total calls which were resolved (acceptable workaround and/or fix) by EF within the Target service shall be known as "Total in-time calls".
 - c. The number of the Total calls which were resolved (acceptable workaround and/or fix) by EF outside of the Target service levels shall be known as "Total out-of-time calls".
 - d. EF shall have an allowance of one failure to meet the Target service levels during any particular Calculation period, so that the Service credits calculation shall use the Total out-of-time calls minus one (the "Adjusted out-of-time calls").
 - e. The percentage of Adjusted out-of-time calls as a proportion of the Total calls shall be called the "Out-of-time percentage".

- f. The performance of EF shall be calculated as 100% minus the Out-of-time percentage, rounded to the nearest percent (“EF’s Performance”).

27.3. Service Credits shall be payable if EF’s Performance during the Calculation period is less than 95%, as follows:

EF’s Performance	Service credits accruing (percentage of the charges for Maintenance and Support Services during the Calculation Period)
95% - 100%	None
93% - 94%	0.5%
92%	1%
90% - 91%	2%
88% - 89%	3%
86% - 87%	4%
85%	5%
84%	6%
83%	7%
82%	8%
81%	9%
80%	10%
79%	11%
78%	12%
77%	13%
76%	14%
75%	15%

27.4. As long as EF’s performance inside the table above, the Service credits accruing will be the sole compensation remedy.

CHAPTER D – Terms and Conditions Applicable to Projects

28. Project Planning and Preparations

- 28.1. Planning, performance and Delivery shall take place according to a Project Schedule in the Contract.
- 28.2. Prior to the installation of the EF product, the Broadcaster will secure and be responsible for all interfaces and infrastructure required for the installation; and ensure ability to connect Electric Friends Remote Service system via the Internet.
- 28.3. During installation the Broadcaster will ensure that personnel from EF and/or its Designated Service Partner have at least 7,5 hour daily access to facilities, and can use their laptop to connect to headquarter via VPN internet-tunnel or other means.

29. Testing and Acceptance

- 29.1. After installing the EF product a Site acceptance test (SAT) is to be performed and then to be approved by the Broadcaster. The Broadcaster has the right to witnessing the SAT, or to consider accepting the EF product based on an SAT report.
- 29.2. Prior to the SAT, EF shall submit to the Broadcaster a SAT procedure for his review. The SAT procedure shall besides containing generic tests of the EF product also cover specific requirements of the Contract.
- 29.3. A SAT report shall be prepared by EF for acceptance by the Broadcaster. Any deviations will be classified according to Clause 21 and shall be rectified by EF in due cause. The Broadcaster may reject Delivery if Critical faults are present, when there are more than 5 Major faults or more than 10 Minor faults.
- 29.4. When the Broadcaster choose to accept a SAT with reported deviations, as the sole remedy, it may withhold an agreed amount of the SAT milestone payment until the SAT report faults are corrected. The agreed amount shall be comparable to the costs of correction and not exceed 10% of the total price of the actual delivery of the Contract.
- 29.5. The Maintenance and Support period shall commence at Delivery. The first term of the annual Maintenance and Support fee will, thus, become due at delivery. The EF product may not be used on-air for commercial or public service broadcast nor used for any other operational production or organised training before Delivery. Any such use of the product will be regarded as an acceptance of the Delivery.

30. Project Postponements and Delays

- 30.1. The Parties shall make reasonable actual and commercial efforts to minimise delivery delays and fulfil their obligations in a timely manner.
- 30.2. In the event of more than 20 days delay from the agreed date of Delivery, subject to the delay solely being caused by EF, the Broadcaster is eligible to liquidated damages equal to 1⁰/₁₀₀ of the Delivery milestone payment per day, limited to 10 % of the Total Delivery Price after 100 days from said 20 days. While liquidated damages apply, the Broadcaster cannot seek other forms of compensation.
- 30.3. In case of delays in Broadcaster's tasks being prerequisites for EF's progress, EF should be compensated for waiting hours travelling and at site and additional travel- and subsistence costs.
- 30.4. In case of Broadcaster's delay in supply of a peripheral system, EF reserves the right to perform the SAT at contracted date, excluding from the test the peripheral system not properly installed, configured or tested by the Broadcaster. In such case the Broadcaster shall accept the SAT without regard to the Peripheral system interfaces not tested. A later interoperability test with such equipment may however be arranged at the Broadcaster's cost.

