

Framework Contract for Renting and Using the RACE RESULT System

The below mentioned parties

Owner

race result AG
Joseph-von-Fraunhofer-Straße 11
76327 Pfinztal, Germany

and

Renter

agree in writing to the following contract regarding renting and using the equipment provided by race result AG.

§ 1 Rental Equipment and Rental Period Duration

a. The renter rents one or more devices from race result AG for the duration of the agreed upon rental period. The available equipment is displayed in the 'Rent Equipment' section of the online shop on www.raceresult.com
b. Upon delivery of the rental equipment, the renter will check that all items have been delivered and are fully functional. The renter will report any equipment issues immediately.
c. The renter will receive the equipment on the first day of the rental period, and ship it back to the owner immediately after the rental period expires, at the renter's own expense.
d. The renter ensures that the equipment reaches the race result AG within 5 business days after the end of the rental period. If this is not the case, the rental period is extended by a full week. This additional week will be invoiced with twice the regular price. Any unreturned reusable rental items will be invoiced 14 days after the end of the rental period according to the current list price on raceresult.com.

§ 2 Rental Price

a. The complete rental price list for all types of equipment is available on www.raceresult.com.
b. The owner reserves the right to change the rental price for future reservations at any time.

§ 3 Reservation and Cancellation

a. A reservation is possible at any time if rental equipment is available for the desired dates.
b. The rental fee is to be paid after the reservation is confirmed, according to the payment terms on the invoice. It is not possible to delay the payment in any way.
c. Canceling the reservation incurs the following costs:

up to 3 months before the start of the rental period:	50% of the rental amount
up to 14 days before the start of the rental period:	80% of the rental amount
within 14 days of the start of the rental period:	100% of the rental amount.

§ 4 Transponder

a. The renter commits to using the rental equipment only with transponders that have been manufactured by the race result AG and are in their original condition. The renter remains committed to these terms and conditions even if the system has been made available or is rented out to third parties by the renter.
b. In case of a violation of these terms and conditions, the owner reserves the right to terminate the contract immediately. The renter will have to pay a penalty fee of EUR 10,000 and fully account for any damages that are a result of the violation.
c. The renter is responsible for removing all labels and/or stickers from the transponders before returning them, regardless of whether these were applied by the renter or by the provider as part of an additional service. Rental transponders returned soiled or dirty are cleaned by race result AG. A cleaning fee of EUR 0.50 per transponder applies and is invoiced to the renter.
d. The renter returns the reusable rental transponders in the trays they were delivered in.
e. Any rental transponder damaged or modified in any way (e.g. sticker, writing) will be invoiced based on the current retail price published on www.raceresult.com.
f. The owner does not provide a chip file for reusable rental transponders. It is the responsibility of the renter to check that all transponders are functioning, and to create the chip file.

§ 5 Damage and Loss

a. The renter is liable for all damages caused by improper use of the rental equipment and bears the costs of any subsequent repairs.
b. In case of loss or theft of the rented equipment, the renter pays a fee equal to the current purchase price of the equipment.
c. Dispatch and return of the equipment is carried out at the risk of the renter.
d. Goods that are not returned will be invoiced 14 days after the end of the rental period according to the current list price on www.raceresult.com.

§ 6 Proper Use

The renter agrees to take care of the rented equipment as if it was the renter's own equipment. Additionally, the renter agrees not to modify, open, disassemble, extend, copy, or replicate the equipment, not to label or remove any parts from it, and to clean any marks or residues (e.g., glue from stickers) before returning the equipment to the owner. Otherwise, the renter will be responsible for an equipment cleaning, repair, or assembly fee as needed to return the equipment to its original condition. For transponders, §1 d and §5 apply. SIM cards provided with the equipment of race result AG are only to be used in the equipment, and only for tracking or timing. Any breach of these conditions incurs the following costs: EUR 1.59 per minute for outgoing calls, EUR 2.99 per SMS sent, and EUR 0.15 per KB of data.

§ 7 Liability

The renter has tested the rental equipment extensively and understands its features. The owner is not liable if the rental equipment does not fulfill its purpose in part or in full, unless the cause is due to intent or gross negligence. This disclaimer of liability also applies to damages, lost profits or loss of data.

§ 8 General Terms and Conditions

General Terms and Conditions apply, available at www.raceresult.com.

§ 9 Place of Jurisdiction

The place of jurisdiction is Karlsruhe, Germany.

§ 10 Severability Clause

If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the remaining contract. The ineffective provision shall be replaced by a legally effective provision which comes closest to the intended purpose.

Owner's Signature **Renter's Signature**

Pfinztal

race result AG
Joseph-von-Fraunhofer-Straße 11
D-76327 Pfinztal

Sönke Petersen
CEO race result AG