

Contract for Using the RACE RESULT System

The below mentioned parties

Seller

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

and

Buyer

agree in writing to the following contract about the purchase and usage of the equipment provided by race result AG.

§ 1 Object of Agreement

a. The seller sells to the buyer one or several RACE RESULT Systems, parts of a RACE RESULT System, and / or other equipment for sporting events, according to the current price list displayed online or on a written offer.
b. The buyer has the option to rent additional systems as needed.

§ 2 Transponders

a. The buyer agrees to use the equipment as well as systems of the same type only in conjunction with transponders provided by race result AG in their original condition. The buyer remains committed to these terms and conditions even if the system has been made available or rented out to third parties by the buyer.
b. In case of a violation of aforementioned terms and conditions, the buyer will have to pay a penalty of EUR 50.000 and also fully account for any damages that are a result of the violation.
c. The seller reserves the right to reduce system functionality until due payments have been done.
d. The seller will not increase the transponder prices by more than 10% per year unless the economic circumstances require it.
e. The seller can stop the supply of certain types of transponders as part of the development of its product portfolio.
f. The buyer is entitled to a discount on passive transponders according to the current pricing model of the seller. These discounts only apply to events that the buyer organizes or times. The discounts do not apply to passive transponders the buyer resells to third parties. The seller may claim the reimbursement of undue discounts.

§ 3 Liability

The buyer has tested the equipment extensively and understands its features. The seller is not liable if the 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.

§ 4 Warranty

The seller warrants the RACE RESULT System against damages when used in accordance with the user manuals and technical specifications for a period of one (1) year from the date of original retail purchase. Unscrewing the device cover without authorization from RACE RESULT voids the warranty.
This warranty does not apply to:

a. consumable parts such as batteries, unless failure has occurred due to a production defect
b. cosmetic damage, including but not limited to scratches and dents
c. damage caused by accident, abuse, misuse, liquid contact, fire, or other external cause
d. damage caused by operating the RACE RESULT System outside the user manual or technical specifications
e. damage caused by service performed by anyone who is not a representative of race result AG
f. defects caused by normal wear and tear or otherwise due to the normal aging of the RACE RESULT System

§ 5 SIM card usage with UBIDIUM (This passage applies only to the purchase of UBIDIUM systems.)

UBIDIUM has an internally built-in SIM card. This improves connectivity and ensures that users benefit from technical improvements.

a. The built-in SIM card is intended solely for use in the device. Removal or use of the SIM card outside the device is prohibited.
b. In case of violation, the buyer is liable for damages to the seller.

§ 6 Resale to Third Parties

a. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
b. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
c. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (a).
d. Any violation of paragraphs (a), (b), or (c) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:
    i. termination of this Agreement; and
    ii. a penalty of the total value of this Agreement or price of the goods
e. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (a), (b), or (c), including any relevant activities by third parties that could frustrate the purpose of paragraph (a). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (a), (b), and (c) within two weeks of the simple request of such information.

§ 7 General Terms and Conditions

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

§ 8 Place of Jurisdiction

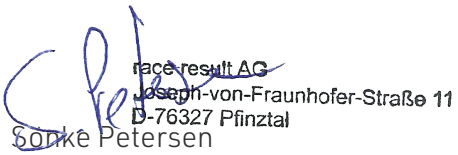
The place of jurisdiction is Karlsruhe, Germany.

§ 9 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.

Seller's Signature

Pfinztal



Sonke Petersen
CEO race result AG

Buyer's Signature