

via e-mail to:
info.usa@raceresult.com

The below mentioned parties

RACE RESULT AMERICAS Inc.
5721 Arapahoe Ave, Suite A3
Boulder, CO 80303

and

Customer number _____

(the seller)

(the buyer)

hereby enter into the following contract for the purchase and use of RACE RESULT hardware from RACE RESULT Americas, Inc. By signing, the buyer accepts the following points:

§1 Object of the contract

The seller sells one or more RACE RESULT devices at the current offer price (online or written offer). This includes both the physical hardware component and the right to use the associated firmware.

§2 Transponder

- a) The buyer undertakes to use only transponders acquired from RACE RESULT Americas, Inc. in connection with the RACE RESULT devices. The buyer must ensure this even when renting out or making the system available to other parties.
- b) In the event of non-compliance, the buyer shall pay a contractual penalty of 50,000 USD and compensate for any further damages in full.
- c) The seller reserves the right to restrict the system functionality until the contractual penalty is paid.
- d) The seller reserves the right to remove transponders from the portfolio as part of further developments.
- e) The buyer is eligible for discounts on passive transponders from the seller according to the current pricing model. These discounts are only granted for events that the buyer organizes or for which the buyer provides timing services. In the case of resale to third parties, no discounts will be provided. Automatically granted discounts can be reclaimed in this case.

§3 SIM card usage with UBIDIUM

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.

§4 Incoming and outgoing data connections

The buyer is aware of and agrees that RACE RESULT devices automatically access RACE RESULT servers to test internet connections, install updates, and transmit log data. Log data does not contain any personal data within the scope of the GDPR.

§5 Liability

The seller is not liable if the purchased item does not fulfill its purpose or does so inadequately unless the cause is intentional or gross negligence. This disclaimer also applies to claims for damages, loss of profit, and data loss.

§6 Warranty

The seller guarantees the absence of defects if the product has been used in accordance with the operating instructions and technical data sheet, for a period of one (1) year from the date of purchase. Opening the devices without prior consent from RACE RESULT will void the warranty.

This warranty does not apply to:

- a) Wear parts (e.g., batteries), unless the damage is due to a production defect
- b) Cosmetic defects such as scratches and pressure marks
- c) Damage caused by accidents, misuse, exposure to liquids, fire, or other external circumstances
- d) Damage caused by improper operation contrary to the operating instructions or technical data sheet
- e) Damage caused by third-party service services not provided by employees of race result AG
- f) Damage resulting from normal wear and tear or natural aging

§7 General Terms and Conditions

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

§8 Place of Jurisdiction

The place of jurisdiction is Boulder, Colorado.

§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.

Boulder,

Mark Bockmann

CEO
RACE RESULT Americas, Inc.

place, date

your signature