

# General Terms and Conditions of Sportec Solutions AG

## § 1 Scope of the General Terms and Conditions

- (1) **Applicability:** These General Terms and Conditions (hereinafter referred to as "GTC") are applicable to all contractual relationships between entrepreneurs within the meaning of sec. 14 of the German Civil Code (BGB), legal persons under public law or special funds under public law (hereinafter referred to as "Customer") and Sportec Solutions AG (hereinafter referred to as "Sportec Solutions").
- (2) **Future Transactions:** These GTC shall apply to all future contracts and transactions between Sportec Solutions and the Customer upon conclusion of the first contract in which the GTC are included, without having to be expressly included again.
- (3) **Deviating GTC of the Customer:** The contractual relationship between the Customer and Sportec Solutions shall be governed exclusively by these GTC. Sportec Solutions hereby expressly objects to any conflicting, additional and/or deviating terms and conditions of the Customer. These GTC shall also apply if Sportec Solutions unconditionally provides the service to the Customer in the knowledge of conflicting, additional and/or deviating terms and conditions of the Customer, unless Sportec Solutions has expressly agreed to their validity in writing.

## § 2 Conclusion of Contract

- (1) **Offer and Acceptance:** The first offer made by Sportec Solutions to the Customer is subject to change and is not legally binding on Sportec Solutions, unless an offer of Sportec Solutions is of a binding nature. In the case of a binding offer made by Sportec Solutions, a contract shall be concluded by the Customer's acceptance in writing in accordance with § 19 para. 2. Otherwise, a contract between the Customer and Sportec Solutions shall be concluded if (i) the Customer places an order on the basis of the offer of Sportec Solutions and Sportec Solutions accepts this order in text form notwithstanding § 19 para. 2 or (ii) Sportec Solutions executes the order and the Customer does not object to the execution of the order in text form.
- (2) **Framework Agreement:** A contract between the Customer and Sportec Solutions pursuant to § 2 para. 1 may also be concluded in the form of a framework agreement, the content of which corresponds to these GTC. The General Terms and Conditions of the framework agreement shall hereinafter also be referred to as "GTC".
- (3) **Individual Contract:** If the Customer and Sportec Solutions have concluded a framework agreement in accordance with § 2 para. 2, the agreement on individual or several services shall in each case be concluded on the basis of an individual agreement which specifies, substantiates, supplements or modifies the framework agreement in accordance with the provision in § 2 para. 1.
- (4) **Order Documents:** With respect to all order documents (pictures, drawings, texts, data, software, calculations etc.) Sportec Solutions reserves all rights, in particular property rights, copyrights, ancillary copyrights as well as industrial property rights. Offer documents may only be passed on by the Customer to third parties with the prior consent of Sportec Solutions in text form. Unless otherwise agreed, third parties shall also include affiliated companies pursuant to sec. 15 et seq. AktG (German Stock Corporation Act) and possible sub-suppliers of the Customer.

## § 3 Object of Services, Content of the Contract

- (1) **Scope of Service:** Sportec Solutions shall render the services to the Customer in accordance with the stipulated content of the contract either pursuant to an order agreement pursuant to § 2 para. 1 in conjunction with these GTC or pursuant to an individual contract pursuant to § 2 para. 3 in conjunction with a framework contract pursuant to § 2 para. 2, which conclusively stipulate the contractual services (hereinafter referred to as "Object of Services"). The Object of Services may be the delivery of goods, the sale of systems and/or the provision of services according to § 4, the development of software according to § 5, the granting of rights of use according to § 6 and/or the provision of support, maintenance and care services for the operation of a product according to § 7 by Sportec Solutions. A different or more extensive quality of the Object of Services than stipulated in the content of the contract and described in § 4 to § 7 shall only be deemed to have been agreed if it has been expressly confirmed by Sportec Solutions in text form. In the event of contradictions and/or deviations between these GTC and the agreed content of the contract, the following descending order of priority shall apply:

- Contractual content stipulated and agreed individually or on the basis of an individual offer deviating from the GTC pursuant to § 2 para. 1 or § 2 para. 3
- these GTC

but only if the agreed content of the contract expressly deviates from these GTC.

- (2) **Representations/Advertising/Public Statements:** The quality of the Object of Services is determined by the stipulated content of the contract. Representations of the Object of Services within or outside the stipulated content of the contract do not constitute warranties or guarantees, unless they have been expressly designated as such and confirmed by Sportec Solutions in writing. Advertising statements or public statements by Sportec Solutions shall not become part of the contractual relationship between the Customer and Sportec Solutions and, in particular, shall have no effect on the Object of Services, unless Sportec Solutions has expressly agreed thereto in writing.

## § 4 Supply of Goods, Sale of Systems and/or Provision of Services

- (1) **General:** Sportec Solutions sells goods to the Customer, in particular systems (e.g. white-label solutions) or products, in particular of an editorial nature, such as information folders on sporting events, and/or provides the Customer with services (e.g. data collection and storage) in accordance with the agreed Object of Services.
- (2) **Retention of Title:** The goods sold by Sportec Solutions shall remain the property of Sportec Solutions until full payment of the purchase price plus any ancillary claims of Sportec Solutions in connection with the goods and/or systems (such as shipping costs) by the Customer. As long as the ownership has not been transferred to the Customer, the Customer shall be obliged to handle the goods and/or systems with care and to insure them adequately at replacement value against fire, water and theft as well as transport damages at his own expense. For the duration of the retention of title, the Customer shall be prohibited from any disposition of the goods and/or systems (e.g. transfer of ownership, pledging).

The Customer is entitled to use the goods, in particular the systems, and to resell them in the ordinary course of business as long as the Customer is not in default with his payment obligations. As a payment security, the Customer shall assign to Sportec Solutions the claims against their business partners arising from the resale. Sportec Solutions hereby accepts the assignment. Sportec Solutions revocably authorises the Customer to collect the claims assigned to Sportec Solutions for his account in his own name. The right of Sportec Solutions to collect the claims shall not be affected thereby. However, Sportec Solutions shall not collect the receivables itself and shall not revoke the Customer's direct debit authorisation as long as the Customer duly fulfils his payment obligations towards Sportec Solutions. If the Customer acts in breach of contract towards Sportec Solutions, in particular if the Customer defaults on his payment obligations, Sportec Solutions may demand that the Customer discloses the assigned claims and the respective debtors, notifies the respective debtors of the assignment, hands over all documents to Sportec Solutions and provides all information that Sportec Solutions requires to assert the claims.

For the duration of the retention of title any processing or transformation of the goods and/or systems by the Customer shall always be carried out in the name of and on behalf of Sportec Solutions. If the goods and/or systems are processed with other items that are not the property of Sportec Solutions, Sportec Solutions shall acquire co-ownership of the new item in the ratio of the value of the goods and/or systems to the other processed items at the time of processing. If the goods and/or systems are inseparably combined or mixed with other items that are not the property of Sportec Solutions, Sportec Solutions shall acquire co-ownership of the new item in the ratio of the value of the goods and/or systems to the other combined or mixed items at the time of combination or mixing.

If the goods and/or systems are seized during the existence of the retention of title or if they are exposed to other third parties infringements, the Customer shall be obliged to inform that third party of Sportec Solutions' property rights and to notify Sportec Solutions immediately in writing so that Sportec Solutions can enforce its property rights. The Customer shall be liable for any judicial or extrajudicial costs incurred in this regard vis-à-vis Sportec Solutions, unless the third party is in a position to reimburse Sportec Solutions for such costs.

- (3) **Partial Performances:** Partial performances by Sportec Solutions are permissible insofar as they are reasonable for the Customer.

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- (4) **Dates and Deadlines for Services:** Dates and deadlines for services shall be agreed between Sportec Solutions and the Customer in the stipulated content of the contract either in an order agreement pursuant to § 2 para. 1 or in an individual contract pursuant to § 2 para. 2. In the event of subsequent changes to the Object of Services, previous dates and deadlines for services shall cease to apply. In such a case, Sportec Solutions and the Customer shall agree on reasonable new dates and deadlines for services. Sportec Solutions' compliance with the agreed dates and deadlines for services requires the performance of the Customer's cooperation obligations pursuant to § 4 para. 9 in due time. If Sportec Solutions is waiting for the Customer's cooperation or information or is otherwise impeded in the execution of the order through no fault of its own, the dates and deadlines for services shall be extended by the time of such impediment and by an appropriate start-up period after the end of the impediment. Sportec Solutions is obliged to inform the Customer of the impediment. If non-compliance with dates and deadlines for services is due to force majeure and/or other disruptions for which Sportec Solutions is not responsible, § 15 shall apply accordingly, with the consequence that in this case the agreed dates and deadlines for services shall be extended appropriately.
- (5) **Default:** When selling systems or products and/or in the provision of services Sportec Solutions shall only be in default upon a reminder. If the Customer wishes to withdraw from the contract for reasons of non-compliance with binding dates and deadlines for services and/or to claim damages instead of performance, the Customer must first set Sportec Solutions a reasonable deadline for performance or - if setting a deadline is unreasonable due to the nature of the breach of duty - send a warning notice and threaten to impose the legal consequences of fruitless expiry of said deadline together with the setting of the deadline or the warning notice. All reminders and setting of deadlines or warning notices by the Customer must be made in writing in order to be effective.
- (6) **Obligation to Notify Defects:** The Customer is obliged to accept the goods and/or services immediately with the contractual offer by Sportec Solutions and to report defects without delay. The Customer may not base his complaint about the goods or services on insignificant defects.
- (7) **Data Collection:** Insofar as the provision of services by Sportec Solutions is provided by means of data collection for the Customer, the Customer guarantees that they have the necessary rights to collect the respective commissioned data and enables Sportec Solutions to collect the respective data.
- (8) **Right of Access:** Insofar as the provision of services by Sportec Solutions requires that Sportec Solutions be granted access to the Customer's premises, to a venue and/or to audiovisual recordings (e.g. of a sports event), the Customer shall ensure that Sportec Solutions is granted access to the premises, the venue and/or the audiovisual recordings.
- (9) **Obligation to Cooperate (Data Transfer):** Insofar as the provision of services by Sportec Solutions is provided by means of a data transfer between the Customer and a database of Sportec Solutions via the Internet, whether by means of the Customer's access to a database (pull method) or via the distribution of database contents by Sportec Solutions to the Customer (push method), the Customer shall be subject to the following duties to cooperate:
- The Customer is obliged to create the technical conditions for access to a database provided by Sportec Solutions and/or the receipt of database contents from Sportec Solutions, in particular with regard to the hardware/software and operating system software used, the connection to the Internet and the current browser software, and to maintain these conditions in full working order. Upon request, Sportec Solutions shall inform the Customer about the technical requirements for access to the database and/or the receipt of contents of this database, in particular the browser to be used in each case.
  - In the event of further development of software platforms and other technical components of a database provided by Sportec Solutions, the Customer shall, after having been informed by Sportec Solutions, immediately take the necessary adjustment measures for the software and hardware that are being used.
  - The proper usability of a database provided by Sportec Solutions requires that the time and time zone of the IT system used by the Customer are up-to-date and correctly set and that the Customer's IT system accepts the cookies transmitted by Sportec Solutions' servers. The Customer is obliged to make and maintain the corresponding settings.
- § 5 Software Development**
- (1) **General:** Sportec Solutions shall design, develop, realise and implement the agreed software as per the agreed Object of Services in a condition ready for acceptance in accordance with the agreed requirements (hereinafter referred to as "**Software**"). In case of an agreed development of the software according to the Waterfall Method, a rigid catalogue of requirements forms the basis of development (cf. § 5 para. 2, hereinafter referred to as the "**Waterfall Method**"). In case of an agreed Agile Development of the software, the requirements can be adapted dynamically in the course of the development process (cf. § 5 para. 3, hereinafter referred to as "**Agile Development**").
- (2) **Waterfall Method:** In case of the Waterfall Method, the Customer and Sportec Solutions shall define a catalogue of requirements for the development of the software, which conclusively regulates the conception, development and realisation as well as implementation of the software. In the case of the Waterfall Method, changes to the catalogue of requirements are generally not provided in the course of development due to the lack of joint project management, unless Sportec Solutions has expressly consented to their validity in writing.
- (3) **Agile Development:** In the context of Agile Development, the catalogue of requirements can only be replaced in the first Sprint Planning Meeting by a Product Backlog, which is based on the Product Vision. The Product Vision describes the essential project goals that must be achieved from the Customer's point of view in order to guarantee the project benefits. The Product Backlog is transferred into the catalogue of requirements, if one has been defined, and can be dynamically updated by means of a ticketing system (Product Backlog Refinement). Product Backlog Refinement is an ongoing process in which the Product Owner and the development team, together with the project manager, the contact person on the Sportec Solutions side, jointly develop the Product Backlog further, for example by arranging the entries, deleting entries that are no longer important, adding new entries, replacing other entries, detailing entries, planning releases, etc. In this refinement process, requirements can be replaced within the scope of the project as exchanges for free by agreement of both Parties in the course of the project, provided that the extent of the new requirement is equivalent to the exchanged requirement and the exchanged requirement has not yet been implemented. However, another previously planned requirement that is equivalent to the replaced requirement must be removed from the Product Backlog. Extensions to the Product Backlog are to be understood as Change Requests within the framework of an Agile Development, the cost implications of which are borne according to the agreed compensation scheme.
- (4) **Product Backlog:** Within the scope of the Agile Development of the software, the Customer and Sportec Solutions shall continuously adapt the Product Backlog, which comprises the implementation of the individual development steps, completions and change requests and is to be supplemented with knowledge growth in the course of the creation of the software. To describe the requirements of the Product Backlog for the Object of Services, a scenario or process in which the Object of Services behaves in a certain way (User Story) is typically described concisely and in a generally understandable manner. Changes to the Product Backlog, including updates and additions, must be recorded in text form in a ticketing system agreed between Sportec Solutions and the Customer and made by the Product Owner, notwithstanding § 19 para. 2. The Product Owner shall be responsible for any resulting extensions to the Object of Services, including any resulting costs.
- (5) **Sprints:** The software is developed in Sprints, the content, duration and end of which shall be mutually agreed between the Customer and Sportec Solutions, taking into account the requirements agreed in the Sprint Backlog and Sprint Planning Meetings. The contents of the Sprint Backlog are selected by the Product Owner, typically a list of criteria from the Product Backlog. After completion of each Sprint, the Customer is obliged to conduct a Sprint Review and to declare its partial acceptance after an appropriate release period following the Sprint Review.
- (6) **Product Owner:** The Customer shall appoint a person as Product Owner vis-à-vis Sportec Solutions, who shall be responsible for the content and prioritisation of the Backlogs (Product Backlogs and Sprint Backlogs) and who shall substantially control the development of the software. The Product Owner is also responsible for quality assurance within the scope of their activities, mirroring the implementation of their project control and thus the assessment of the implementation of their specifications by the development team with regard to functionality, usability, performance and quality. The Product Owner is responsible for the characteristics and the economic success of the software to be developed. The Product Owner creates, prioritises, explains the features of the product to be developed

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and judges which features will be completed at the end of a Sprint. It is the Product Owner's responsibility to ensure that the right requirements are included in the Product Backlog and that they are processed in a sensible order. This means that the Product Owner has a significant influence on the work result and is therefore responsible if Sportec Solutions does not develop the software according to their specifications in line with the Customer's ideas and wishes. The Product Owner is solely responsible for deciding on the software, its features and the order of implementation, which is why they balance features, delivery times and costs. The Product Owner's confirming completion notification after having completed the Sprint in the Backlog (usually within the framework of the ticketing system) is considered a partial acceptance. The provisions of § 9 shall additionally apply.

- (7) **State of the Art, Process Descriptions and Industry Standards:** Sportec Solutions takes into account the generally recognised State of the Art and Process Descriptions (e.g. PMI) as well as Industry Standards when developing the software.
- (8) **Intellectual Property of Third Parties:** Sportec Solutions shall not incorporate intellectual property of third parties (e.g. third-party software, open source programs, libraries) into the software and work results without the consent of the Customer in text form. In the case of an agreed development according to the Waterfall Method, Sportec Solutions shall submit to the Customer a concrete implementation proposal for the software, which may include intellectual property of third parties (hereinafter referred to as "Initial Software Implementation Proposal"), prior to the start of development. In the case of an agreed Agile Development, the Initial Software Implementation Proposal shall be submitted at the latest in the Sprint Planning Meeting with the Product Owner. The Customer is obliged to review the Initial Software Implementation Proposal and to expressly, or at least implicitly, grant Sportec Solution their consent to the corresponding realisation of the Initial Software Implementation Proposal using the intellectual property at the time of the developments kick-off, the start of the Sprint or the inclusion of the Initial Software Implementation Proposal into the Product or Sprint Backlog.
- If the Customer does not give its consent - for whatever reason - to the Initial Software Implementation Proposal, the Customer and Sportec Solutions shall agree on the further procedure, typically documented in the Backlog within the framework of a ticketing system. For this purpose, Sportec Solutions shall submit an alternative proposal to the Customer (e.g. for the use of other intellectual property of third parties, in-house development or provision of the contractual services without the intellectual property of third parties), stating the additional effort likely to be incurred and the impact on the schedule in relation to the Initial Software Implementation Proposal. The Customer acknowledges that Sportec Solutions shall not be responsible for any delay caused by the Customer's delayed consent or failure to give consent, unless the Customer proves that Sportec Solutions' proposal was obviously incompatible for the intended purpose.
- (9) **Access to Systems:** If agreed on the Object of Services as provision, Sportec Solutions shall have access to the Customer's systems, insofar as these are agreed to be necessary for the planned development of the software. In such a case, the Customer shall be obliged to provide Sportec Solutions with technical access to the agreed systems. The access data for the systems shall be considered confidential information. If there is reason to suspect that unauthorised persons have gained knowledge of the access data, Sportec Solutions shall be obliged to inform the Customer without delay for the purpose of blocking and allocating new access data.
- (10) **Provisions, Duties to Cooperate:** The Customer is obliged to provide Sportec Solutions with the contractually agreed provisions to the extent agreed therein in due time, to cooperate in and maintain the Product Backlog and Sprint Backlog and to participate in Sprint Planning Meetings and Sprint Reviews. The provisions of § 9 shall additionally apply. The Customer grants Sportec Solutions the non-exclusive, non-transferable right to use the provisions for his own business, limited to the purpose and duration of the contractually agreed services to be rendered. If third parties assert claims against Sportec Solutions due to the use of the Provided Materials, the Customer shall be obliged to indemnify Sportec Solutions against such claims upon first request.
- (11) **Timetable, Delay:** The Customer and Sportec Solutions define, if desired, a schedule for the development of the software and the individual development steps which is to be updated and adapted for Agile Development and is typically rigid for the Waterfall Method. Such schedule shall be defined in the Product Backlog for Agile Development or in the requirements catalogue for the Waterfall Method. Sprint Backlogs, Sprint Planning Meetings and Sprint reviews are part of the schedule in Agile Development. Sportec Solutions will deliver the individual development steps on time according to the schedule under its own responsibility. The completion date according to the schedule can be affected and delayed by

influences of AgileDevelopment, which is controlled by the Product Owner. If it is foreseeable for Sportec Solutions that a deadline agreed in the schedule cannot be met without the assistance of the Product Owner, Sportec Solutions shall inform the Customer immediately in text form, stating the reason for the delay and propose a new deadline. Otherwise, the agreed schedule shall remain unaffected.

- (12) **Release of Contractual Services; Effect as Partial Acceptance:** Sportec Solutions shall present the development status to the Customer in a testable form and enclose any necessary test documents in the case of Agile Development after each Sprint review or in the case of development according to the Waterfall Method after any agreed intermediate stages of completion. The Customer shall, if possible, immediately, but in order not to jeopardise the schedule at the latest within seven (7) days after the end of the Sprint, or at the latest within fourteen (14) days in the case of larger partial acceptances within the framework of the Waterfall Method, comment and declare whether the release is declared (Release Deadline). Until expiry of the Release Deadline, Sportec Solutions will answer any questions and requests for information necessary for the review, at least those that are not already known to the Product Owner from the Sprint, the Sprint Backlog and the Sprint Planning Meeting. The restriction or refusal of release by the Customer requires a justification in text form, typically by way of the ticketing system of the Sprint Backlog. If no statement is made and/or the Customer has no change requests within the Release Deadline, the release shall be deemed to have been granted after expiry of the Release Deadline. With the release, the Customer declares that the development status has been checked at the end of a Sprint and has been compared with the requirements catalogue and the Product Backlog. Declarations of release by the Customer are deemed to be partial acceptance. Approvals of requirements that have been fulfilled can be marked accordingly by the Product Owner in the Sprint Backlog of the respective Sprint. Requirements that are not fulfilled can be re-entered into the Product Backlog and can be implemented in a later Sprint. They are considered as not released. Requirements that are marked as fulfilled in a Sprint Backlog or are not re-entered into the Product Backlog are considered to be accepted. Upon request by Sportec Solutions, the Customer expressly declares acceptance of these services.
- (13) **Handover of Software and Work Results:** Upon completion, Sportec Solutions shall hand over the software and - if corresponding creation and handover has been expressly agreed - also the associated documentation, source codes, but generally not in their intermediate stages, the materials necessary for exercising the rights of use granted (such as analyses, concepts and descriptions) as well as all other work results to the Customer for acceptance by the date agreed in the schedule. The handover shall take place, at the discretion of Sportec Solutions, on a standard data carrier or as a download option (e.g. by making available on a cloud), unless a specific format has been agreed in the Backlog or requirements catalogue. The Customer shall bear any costs and the risk of transport.
- (14) **Acceptance:** In Agile Development the Object of Services is completed when the Product Backlog no longer contains any open requirements without a completion note (Completion), and in development according to the Waterfall Method when the requirements catalogue has been implemented. All remaining requirements that have not yet been accepted in partial acceptance are accepted in the (final) acceptance. Typically, a final acceptance is not necessary, since with the acceptance of the last Sprint, the object of services is accepted in accordance with the contract in the sense of the Customer's Product Backlog with the last completion note and the corresponding partial acceptance. Partial acceptances are binding with regard to the accepted functionality. The Customer is entitled to demand acceptance immediately after completion by explicit declaration. If no acceptance is requested, the Object of Services shall be deemed to have been accepted after the expiry of two (2) weeks from the last completion note in the Product Backlog. If the Customer requests acceptance, this shall only apply to the integrative parts of the system to be verified - i.e. functions that can only be verified through the overall integration, as well as the performance of the overall system. Partial acceptances already made are not affected by this.

Exclusively in the event of an explicit deviating agreement to the aforementioned acceptance procedure in § 5 para. 14 in the case of Agile Development, and also in principle in the case of development based on the Waterfall Method – insofar as no intermediate stages for partial acceptance have been agreed – the Customer shall be entitled to carefully inspect the software and - insofar as acceptance is

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not excluded due to its nature - if applicable the further work results, in particular with regard to the complete implementation of the entire catalogue of requirements, immediately after its completion by Sportec Solutions or to have them carefully inspected. If a defect or error in the software becomes apparent, Sportec Solutions shall be notified thereof without delay, at the latest within four (4) weeks (Inspection Period), in text form and with a precise description of the deviations from the catalogue of requirements (Complaint). The provision of § 640 para. 2 BGB shall additionally apply.

Acceptance, including partial acceptance, by the Customer shall also include defects of title (e.g. infringement of third party rights, from copyright/performance protection, trademark and personality rights and/or fair trading rights). In the event of careful examination, recognisable defects in the software shall be deemed to have been approved by the Customer if they are not immediately reported by the Customer in text form and with a precise description within the Inspection Period (Late Complaint).

- (15) **Defects or Errors:** In the event of agreed acceptance, defects or errors in the software shall be listed by the Customer in an acceptance report and notified to Sportec Solutions in text form within the Inspection Period. Acceptance by the Customer may not be refused in the event of an insignificant defect or error (§ 640 BGB). A defect or error is deemed to be insignificant if the functionality and usability of the software is not or only insignificantly restricted and the rectification of the defect or error is necessary but not urgent. If the Customer refuses to accept the software due to a significant defect or error, Sportec Solutions shall remedy the defect or error within a reasonable period of time. Sportec Solutions shall decide on the classification of the occurring defects as essential or insignificant with due consideration of the Customer's opinion. If additional costs are incurred by the Customer due to a wrong categorisation of a defect by Sportec Solutions, Sportec Solutions shall reimburse such costs upon proof. However, this shall only apply if the Customer has, in text form and by stating reasons, informed Sportec Solutions in advance of the alleged incorrect categorisation of the defect/error as well as of the amount of the resulting additional costs and if Sportec Solutions has nevertheless insisted on an error correction in accordance with its incorrect categorisation.
- (16) **Exclusion of the Law on Sales Contracts:** By excluding § 650 BGB the development of the software is not subject to the law on sales contracts.

## § 6 Generaling of Rights of Use

- (1) **General:** Objects of Services, documents, proposals, documentations etc. as well as all objects, documents and information which were provided during the commencement of negotiations and execution of the contract are Sportec Solutions' intellectual property and may only be used or exploited by Customer as far as agreed in the contract. If a contract between Customer and Sportec Solutions is not concluded or a contract has ended, they have to be returned to Sportec Solutions or deleted and may not be used or exploited.
- (2) **Copyright, Ancillary Copyright, Intellectual Property Rights:** As far as the Object of Services to be rendered by Sportec Solutions is protected under copyright law and/or industrial property laws (trademark law, protection of titles), in particular if the Object of Services includes database contents of Sportec Solutions or third parties to which Sportec Solutions holds the rights of use for the respective contractual granting of the Object of Services, the Object of Services is protected in favour of Sportec Solutions, who holds exclusive rights of use and exploitation, and – with the exception of the rights of third parties set out in § 6 para. 2 – is free from any third party rights. Sportec Solutions is free to dispose of such rights in the form covered by the contract.
- (3) **Granting of Rights of Use:** Sportec Solutions grants to the Customer a non-exclusive, non transferable right of use, limited to the contract period, limited as to territory and content to the contractually agreed scope of use, in the object of services to be performed, e.g. in the content of one of Sportec Solutions' databases to be delivered, as far as it forms part of the scope of services under the conditions agreed in the Object of Services. Sportec Solutions expressly reserves all other rights, in particular the right to use the Object of Service in excess of the scope of the contract and in particular the right to transfer the rights granted to Customer to third parties. In particular the granting of rights of use or exploitation rights in one of Sportec Solutions' databases as such, the archiving and database right, the right of house advertising and promotion, the right of secondary use etc. is excluded. The grant of rights does not cover any rights, that arise only subsequently as a result of a revision of the statutory framework or for other reasons. The future use of the Object of Services in future ways of exploitation, which were unknown at the time of the conclusion of the contract, in connection with its contractually agreed use is excluded. The Customer is not entitled, whether in connection with the execution of the contract or not, to use

intellectual property rights, such as patents, utility patents, trademarks, labels, titles etc. of Sportec Solutions or of the Objects of Services to be provided by Sportec Solutions. Any further use of the Object of Services beyond the rights granted in this § 6 para. 3 requires a separate agreement between the Customer and Sportec Solutions in writing. For software that is not open source software (hereinafter referred to as "OSS"), the following provisions of this § 6 para. 5 et seq. shall apply as supplementary special provisions for the rights of use for software that may consist of standard products, third-party products, individual software and white-label solutions. For OSS, the provisions of their licence conditions shall apply exclusively, for which the provisions of § 6 para. 4 shall apply conclusively.

- (4) **Obtaining Rights of Use by the Customer:** The Customer is obliged to check the necessary rights to the proposed intellectual property of third parties (see § 5 para. 8) by Sportec Solutions for compatibility with regard to the intended use, to procure any necessary rights for this and to document the procurement of these rights as well as to remunerate Sportec Solutions if necessary. In this respect, Sportec Solutions shall be exempt from procuring rights and indemnifying the Customer. Deviating from this, the Customer and Sportec Solutions may agree in accordance with the form of § 19 para. 2 that Sportec Solutions shall be responsible for clarifying and procuring the necessary rights to the intellectual property of third parties. In such a case the provisions of § 6 para. 5 to 8 shall apply.
- (5) **Granting of Rights of Use, Standard Software:** Insofar as standard software or standard systems (hereinafter referred to as "Standard Products") are delivered/sold or made available to the Customer (e.g. by way of provision of an access right to Standard Products of Sportec Solutions with corresponding usage authorisation by Sportec Solutions, which are operated in a computer centre and are granted an access right via the Internet), the Customer shall receive the simple right to use the software, which is limited to the purpose of the contract and the term of the contract and can be freely revoked at any time. "Use" in this context means any permanent or temporary starting, operating, loading, displaying, running, transferring or storing of the software in whole or in part. The Customer guarantees that the software will only be used for the purpose of the contract, in particular that no changes or modifications will be made to the software, that it will not be reproduced, reverse engineered, decompiled or otherwise reconstructed in contravention of mandatory statutory provisions (such as in sec. 69d para. 2 and 3, § 69e UrhG), that it will not be integrated in whole or in part into other software programs and/or made available to third parties. If the contract is limited to a certain term, the Customer shall, depending on the type of provision, return the software, including all documents received, and/or demonstrably and without being requested to do so delete all existing copies or configurations on his systems and data processing equipment, otherwise his access rights to the software shall be interrupted and access to the software shall be discontinued. For the use of corrections/changes and updates, the above-mentioned provisions of this § 6 para. 5 shall apply accordingly.
- (6) **Third-Party Products:** The Standard Products provided, as shown in § 6 para. 5, may also be Third-Party Software, systems or solutions (hereinafter referred to as "Third-Party Products"). The provisions of § 6 para. 5 shall apply accordingly to Third-Party Products.
- (7) **Granting of Rights of Use, Individual Software:** Insofar as Individual Software is designed, developed, realised, implemented and made available to the Customer (hereinafter referred to as "Individual Software"), the Customer shall also receive the simple right to use the Individual Software, which is limited to the purpose of the contract and the term of the contract and can be freely revoked at any time. The provisions of § 6 para. 5 shall apply accordingly.
- (8) **White Label Solutions:** If a Standard Product or a Third-Party Product is integrated into the overall product for the Customer - i.e. if an Individual Software is thus based on a Standard Product or a Third-Party Product - or adapted for the Customer (hereinafter referred to as "White Label Solution"), the provisions of § 6 para. 5 shall apply accordingly with regard to the White Label Solution. For OSS, the licence provisions of the respective OSS itself shall apply with priority, together with § 6 para. 4. Further developments or adaptation services of an overall development that go beyond the provision of the White-Label Solution constitute Individual Software, for which § 6 para. 7 applies accordingly.

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Any deviating rights of use for Standard Products, Third-Party Products, Individual Software or White-Label Solutions shall be regulated in writing – explicitly and separately for the respective software components.

- (9) **Data Bases:** In the case of databases that may be created by Sportec Solutions for the Customer, Sportec Solutions shall be deemed to be the manufacturer in the absence of any explicit written provision to the contrary.
- (10) **Sportec Solutions' Right to Use Individual Software:** In the absence of an explicit written agreement to the contrary, Sportec Solutions shall be entitled without restriction, to evaluate and have evaluated the Individual Software – created for the Customer only with a simple right of use in accordance with § 6 para. 7 – in any physical and incorporeal form and in any non-commercial and commercial manner, to reproduce it, to process it, to combine it with other programs, to redesign them, to convert them into other programming languages and for other operating systems, to transfer them into other forms of presentation and to change, continue and supplement them in any other way, to distribute them in unchanged and changed form, to reproduce them publicly by wire and wireless means, to grant sublicences and to transfer all rights existing at Sportec Solutions against payment and without payment. Sportec Solutions shall exclusively decide whether and how the individual software and the evaluated data are to be used.
- (11) **Registration for Property Rights:** Sportec Solutions shall be free to register property rights in its own name with respect to software and/or work results that may be protected by industrial property rights (patent, design, trademark and unregistered design). The Customer shall support Sportec Solutions in this respect, in particular by immediately providing Sportec Solutions with the information required for this purpose and by making all necessary declarations and taking all necessary measures. The Customer shall be prohibited from making a corresponding registration in its own name or in the name of a third party or to directly or indirectly support third parties in doing so.
- (12) **Liability for Infringements of Third Party Property Rights:** If a third party raises legitimate claims towards the Customer based on the infringement of a copyright, ancillary copyright or intellectual property right by the Object of Services provided by Sportec Solutions and used according to the contract, including provided software, e.g. in case content of one of Sportec Solutions' databases forms part of the Object of Services and the use of the granted rights in the database content infringes third party rights and/or causes damages to third parties, Sportec Solutions shall be liable to the Customer as follows:
- a) Sportec Solutions will at its own choice and at its own costs either obtain a right of use in the Object of Services, modify the Object of Services in such way that it does not infringe third parties' property rights or replace the Object of Services. If this is not possible at reasonable conditions, Sportec Solutions shall be obligated to take back the Object of Services on reimbursement of price.
- b) Sportec Solutions' aforementioned duties shall only exist if the Customer advises Sportec Solutions on the claims raised by third parties immediately in text form, if the Customer does not acknowledge an infringement and leaves measures of defence and negotiations of a settlement to Sportec Solutions. If the Customer ceases to use the Object of Services for reasons of mitigation of damages or for other material reasons, the Customer has to advert to the third party that by ceasing to use the Object of Services the Customer does not acknowledge to have infringed property rights. The Customer's claims towards Sportec Solutions shall be excluded as far as the Customer is responsible for the infringement of property rights. The Customer's claims towards Sportec Solutions shall be further excluded, as far as the infringement of property rights is caused by special parameters of the Customer, by an application not foreseeable for Sportec Solutions or if the Customer has modified, completed, processed the Object of Services or has used the Object of Services in part or in clippings or in connection with services/Objects of Services not provided by Sportec Solutions without Sportec Solutions' express approval in text form. Further claims towards Sportec Solutions are excluded. § 14 (Limitation of Liability) shall remain unaffected as well as the Customer's right to withdraw from the contract. At the time of the conclusion of the contract between Sportec Solutions and the Customer the Parties are not aware of third-party claims based on the infringement of property rights by the Object of Services performed by Sportec Solutions and used in accordance with the contract. Sportec Solutions and the Customer will notify each other on risks of infringement and alleged cases of infringement of which they become aware and will give each other the opportunity to co-jointly counteract the claims accordingly.
- (13) **Contractual Penalty:** If the Customer uses copyrights, ancillary rights and property rights without having been granted rights of use, in particular if the Customer grants rights of use to third parties without authorization the Customer shall be obligated to pay a contractual

penalty in an appropriate amount irrespective of fault to Sportec Solutions, which shall be determined by Sportec Solutions at its reasonable discretion within the meaning of sec. 315 BGB. The appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute. The Customer may proof minor damages.

## § 7 Provision of Support, Maintenance and Care Services

- (1) **General:** Sportec Solutions shall take over the operation of the defined product (hereinafter referred to as "Product") for the Customer and shall provide support, maintenance and servicing services for the Product in accordance with the Object of services. The support, maintenance and servicing services comprise purely necessary troubleshooting maintenance work, i.e. corrective maintenance and support services. If new versions and releases are the subject-matter of the contract, this must be expressly agreed in the respective contract.
- (2) **State of the Art, Process Descriptions and Industry Standards:** In the operation of the Product and the support, maintenance and care services for the Product Sportec Solutions takes into account the generally recognised State of the Art and Process Descriptions (e.g. PMI) as well as Industry Standards.
- (3) **Operation of the Product:** Within the scope of the operation of the Product, the Customer is obliged to ensure that the servers, clouds or other operating infrastructure on which the Product and its contents are made available for retrieval by the Users are available with the contractually agreed availability. All operating costs, in particular the provision of the operating infrastructure and consumption, shall be remunerated in accordance with the agreement, insofar as this is demonstrably provided by Sportec Solutions. Otherwise, the Customer shall bear the costs for the operating infrastructure, storage space and data traffic provided by him. The Internet connection to enable accessibility of the operating infrastructure at the Customer's premises shall always be paid for by the Customer.
- (4) **Data Security:** Unless otherwise agreed in writing, the Customer is responsible for the ongoing proper data protection to protect against data loss or to overcome the following events in the event of data loss (hardware defects, external effects and elementary damage such as theft, overvoltage, liquids, fire as well as unauthorised operation of the product, error administration, cyber attacks such as ransomware or malware).
- (5) **Types of Maintenance:** Maintenance work is usually differentiated between the following service components:
- a) corrective maintenance: the elimination of errors (see § 7 para. 6);
- b) adaptive maintenance: adaptation of the Product to changed technical conditions, e.g. adaptation to a new operating system version (see § 7 para. 7);
- c) perfecting maintenance: addition and improvement of functions (so-called change request, see § 7 para. 8); and
- d) preventive maintenance: for example, the early replacement of hard disks (see § 7 para. 9).
- (6) **Corrective Maintenance:** Sportec Solutions will carry out scheduled maintenance work for corrective maintenance services (so-called bug fixing) within the contractually agreed maintenance window if it is necessary from Sportec Solutions' point of view. In case of unforeseen events, unscheduled maintenance work may become necessary outside the contractually agreed maintenance window. If Sportec Solutions has to take measures to remedy critical errors that result in spontaneous downtime of the product, these shall not be considered as scheduled maintenance work. Sportec Solutions will perform unscheduled maintenance outside of core and business hours whenever possible and only after prior consultation with the Customer.
- (7) **Adaptive Maintenance:** Maintenance work in the form of adaptive maintenance is generally excluded unless adaptive maintenance is explicitly agreed in the contractual agreement. In this case, adaptive maintenance shall only be carried out in accordance to the contractually agreed scope.
- (8) **Perfecting Maintenance:** Perfecting maintenance work (change request outside software development according to § 5 para. 3) is excluded from the support, maintenance and servicing services. Perfecting maintenance work shall be agreed separately between the Customer and Sportec Solutions in accordance with § 2.

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The regulations from § 5 and § 10 apply accordingly. Depending on the type and scope of the Change Request, processing and remuneration shall be carried out as Agile Development or according to the Waterfall Method with a corresponding remuneration model.

- (9) **Preventive Maintenance:** Maintenance work in the form of preventive maintenance is generally excluded unless explicitly agreed in the contractual agreement.
- (10) **Support Times:** The contractually agreed support times apply. If core hours and business hours overlap, the regulations agreed for the core hours shall take precedence.
- (11) **Installation of Updates and Upgrades:** Subject to the following provisions and for the purpose of maintaining and updating the product, Sportec Solutions shall develop and install updates or upgrades of the Product on a regular basis or if necessary, in particular in the event of an error. Updates and upgrades are generally carried out within the contractually agreed periods for scheduled maintenance work. Updates and upgrades with a high degree of urgency (emergency updates and upgrades) can also be carried out at other times with the consent of the Customer. All updates and upgrades are subjected to extensive testing before being rolled out in the production system. Sportec Solutions records the changes resulting from the updates and upgrades in a change log. Sportec Solutions carries out version management, especially for adaptive maintenance in the form of upgrades. Sportec Solutions will, if required by the relevant update or upgrade, adapt the documentation for the Customer accordingly, but only if noticeable changes in functionality occur for the User as a result of an upgrade or update and documentation is part of the scope of services.
- (12) **Emergencies:** Sportec Solutions shall develop and implement an appropriate availability and service continuity plan and security measures to ensure the continuation of operations and other contractual services in the event of an emergency. Sportec Solutions shall review the availability and service continuity plan on a regular basis and adjust it accordingly in the event of any deficiencies in this respect. The costs associated with the implementation of emergency measures shall be borne by the Customer and Sportec Solutions to the extent that they are responsible for the occurrence of the emergency. The costs associated with the implementation of emergency measures are the costs incurred due to the additional effort required as a result of the emergency in order to provide the operation and other contractual services in accordance with the contractual agreements. If neither the Customer nor Sportec Solutions is responsible for the emergency, the Customer shall bear the costs associated with the implementation of the emergency measures.
- (13) **Service and Support Level (SLA):** The service and support levels, unless explicitly agreed otherwise in individual contracts, specify corrective maintenance services. In the event of contradictions between the provisions of the SLA and these GTC, the provisions of the SLA shall take precedence as part of the offer or individual contract. There are different performance and remuneration models for support and service levels, from which the customer agrees on a model that is suitable for him.
- (14) **Third-Party Providers:** For the operation of the Product, the services of third-party providers (e.g. hosting services, data centres) may be required on an interim basis. Upon request of the Customer, the Customer and Sportec Solutions shall agree in text form on the inclusion of respective third-party providers, whereby with regard to the services of a third-party provider, its General Terms and Conditions shall apply vis-à-vis the Customer, provided that these have been effectively included in the contractual relationship.
- (15) **Transition Phase:** The transition phase refers to the transition from the development of the software to the productive operation of the software by the Customer or from another processor to the operation of Sportec Solutions.
- (16) **Application of the Law on Service Contracts:** The operation of the Product and the provision of support, maintenance and care services for the Product in accordance with the Object of Services is subject to the law on service contracts pursuant to sec. 611 et. seq. BGB.

## § 8 Involvement of Subcontractors

Sportec Solutions may use independent subcontractors for the provision of services and other fulfilment of the Object of Services. However, Sportec Solutions shall always remain directly obligated to the Customer. Sportec Solutions decides at its own discretion which subcontractors and employees it uses or replaces for the provision of services and other fulfilment of the contract.

## § 9 The Customer's Duty to Cooperate

- (1) **Contact Person:** The Customer will denominate a contact person who in connection with the contract and its execution is enabled to accept and release legally binding declarations

and decisions effective for and against the Customer and to effect such declarations and decisions within a reasonable period of time.

- (2) **Duty to Cooperate:** The Customer is obliged to cooperate in the provision of the Object of Services by Sportec Solutions. Sportec Solutions shall inform the Customer in text form of the type, scope, timing and other details of the obligations to cooperate.
- (3) **Legal Consequences of Failure to Cooperate or Delayed Cooperation:** Insofar as Sportec Solutions is prevented from providing the Object of Services due to the Customer's failure to fulfil its obligations to cooperate in accordance with the contract, Sportec Solutions shall not be responsible for any resulting disruptions in performance.

## § 10 Blocking Right

In case Sportec Solutions' services are rendered by the Customer's access to one of Sportec Solutions' databases via the Internet (pull method) Sportec Solutions shall be entitled to block access to the database, if the Customer, his agent, auxiliary person, representative, vicarious agent, or a person otherwise attributable to the Customer violates provisions of the contract, unless the Customer fails to eliminate the violation after having been given a warning by Sportec Solutions. Sportec Solutions' claims for damages shall remain unaffected.

## § 11 Prices, Conditions of Payment, Electronic Invoicing (e-invoicing)

- (1) **Remuneration:** The remuneration to be paid for the agreed Object of Services shall follow from the agreed offer document or an individual contractual provision, both of which may also include a change request agreement in accordance with § 7 para. 8. The remuneration shall be net plus the statutory value added tax applicable at the time. No discount shall be granted.
- (2) **Remuneration Models:** Sportec Solutions may be remunerated by the Customer in accordance with the following remuneration models to be agreed between the Parties on a case-by-case basis:
  - a) **Billing according to Fixed Price:** The fixed price is the total remuneration which cannot be changed unilaterally and comprises the expenditure for the provision of all agreed contents of the Object of Services, if applicable designed as remuneration for a certain period of time, typically for certain services, sales and rights of use.
  - b) **Billing according to Fixed Price with Agile Remuneration System:** The fixed price includes the effort agreed upon conclusion of the contract for the provision of the Object of Services, in this case typically Agile Development services for a number of Sprints specified in the individual contract or in the offer. Should it become apparent in the course of the progressive process of conception, development and realisation of the Agile Development, in particular during the execution of the Sprints according to the Sprint Backlog, that an additional expenditure of time and/or working material is required for the provision of the Object of Services, these shall be remunerated by the Customer in accordance with the respective expenditure. Costs exceeding the fixed price are to be remunerated on the basis of appropriate and fair market conditions, typically in accordance with the calculation basis for the fixed price. The costs for the implementation of each further Sprint shall be remunerated in accordance with the above calculation basis, in particular for development work and services.
  - c) **Invoicing by Time and Expenditure:** The services underlying the Object of Services shall be remunerated in accordance with the actual expenditure incurred, in particular for development services and services.
  - d) **Third-Party Services:** Third-party services shall be remunerated on the basis of the third-party service purchased by the Customer.
  - e) **Consumption Dependent Costs:** Consumption-dependent costs shall be remunerated on the basis of the actual consumption.
  - f) **Travel Costs:** Travel expenses shall be remunerated according to type and scope in accordance with a supplementary separate agreement in text form.
  - g) **Combination:** All remuneration models can be freely combined. The combination is determined by the number and the agreed Objects of Services.
- (3) **Maturity:** All amounts invoiced by Sportec Solutions shall be paid by the Customer within fourteen (14) days after receipt of the invoice, whereby the invoice shall

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be deemed to have been received by the Customer on the third day after dispatch by Sportec Solutions, without deduction and plus the applicable statutory VAT. The Customer shall be in default of payment upon the expiry of this performance period without the need for a reminder.

- (4) **Default Interest:** If the Customer is in default of payment, Sportec Solutions shall be entitled to claim default interest in the amount of nine (9) percentage points above the base interest rate (sec. 247 BGB). If Sportec Solutions can prove a higher damage caused by default, Sportec Solutions shall be entitled to claim such damage.
- (5) **Right of Retention:** The Customer shall not be entitled to a right of retention unless the counterclaim on which the right of retention is based is undisputed or legally final. Set-offs by the Customer with counterclaims, including reductions due to asserted notices of defects, are only permissible in the case of legally final or undisputed counterclaims of the Customer.
- (6) **Electronic Invoicing:** Since 01 July 2011, the German Tax Simplification Act (Steuervereinfachungsgesetz) has allowed invoices to be issued without a signature and therefore also electronically. Sportec Solutions reserves the right to invoice services by letter post or electronically by e-mail without signature. As part of their obligation to cooperate under § 9, the Customer shall inform Sportec Solutions immediately of their electronic billing address, at the latest in good time before the first invoice is issued, in order to avoid delays in invoice processing. Delayed invoice payment due to failure to cooperate in this way shall be borne by the Customer.

## § 12 Contract Term, Termination

- (1) **Basic Term:** The contract shall enter into force on the agreed date and shall end after the agreed period of time.
- (2) **Automatic Renewal:** If the contract is not expressly concluded for a specific fixed term without automatic renewal, the contract shall be automatically renewed for one (1) additional year (Renewal Term) in each case unless it is terminated beforehand with a notice period of three (3) months to the expiry date of the basic term or a Renewal Term..
- (3) **Ordinary Termination:** The right to ordinary termination is excluded unless otherwise agreed in these GTC.
- (4) **Extraordinary Termination:** Notwithstanding termination pursuant to § 12 para. 2 the right to extraordinary termination for good cause remains unaffected. An important reason for the Customer or Sportec Solutions shall in particular exist:
  - a) a) For both, if one party has not complied with essential contractual obligations within a period of four (4) weeks even after being given a warning notice in writing by the other party; these essential contractual obligations include in particular the Customer's payment obligation pursuant to § 11 (extraordinary right of termination of Sportec Solutions in case of default of payment by the Customer and unsuccessful warning with setting of a deadline of four (4) weeks),
  - b) for both in the event of insolvency of the respective other party,
  - c) for both in the event of a petition to open insolvency proceedings against the assets of the respective other party,
  - d) for Sportec Solutions, if there is a material change in the Customer's legal structure (change of control).
- (5) **Form of Termination:** The declaration of termination and warnings must be made in writing.
- (6) **Handover Obligation:** Upon termination of the contract, the Customer shall be obliged to immediately hand over to Sportec Solutions or delete all business documents related to Sportec Solutions, including the EDP evaluations and databases created by the Customer, all documents and working materials provided by Sportec Solutions as well as all copies of the aforementioned documents, and to transfer to Sportec Solutions or exclusively grant Sportec Solutions any intellectual property rights of any kind (copyrights and ancillary copyrights, trademark rights, labelling rights and title rights, etc.).

## § 13 Warranty

- (1) **Warranty:** Sportec Solutions shall provide warranty for defects of the Object of Services, provided that the Object of Services is not purely a service, in particular for Objects of Services according to § 4 and § 7, with the exception of perfecting maintenance, at its discretion by rectification/subsequent performance in the form of removal of defects or new production/provision of a defect-free Object of Services. If the rectification/subsequent performance fails at least twice, the Customer shall be entitled, at his discretion, to demand a reduction of the remuneration (reduction) or rescission of the contract (withdrawal). The

Customer shall also be entitled to the optional right of reduction or withdrawal from the contract insofar as Sportec Solutions refuses the rectification/subsequent performance because this is only possible with disproportionate costs.

- (2) **Reduction; Withdrawal:** Insofar as the Customer is entitled to a reduction in price or withdrawal from the contract pursuant to § 13 para. 1 above, the Customer may also claim damages from Sportec Solutions instead of performance or reimbursement of futile expenses only within the scope of the limitations of liability pursuant to § 14.
- (3) **Scope of Claims for Defects:** Claims for defects do not extend to natural wear and tear or damage occurring after delivery of the goods and/or sale of the systems as a result of faulty or negligent handling, excessive stress or stress not provided for in the product specification, use of unsuitable operating materials, improper modifications to the object of services made or caused by the Customer or which arise due to special external influences which are not assumed under the contract and non-reproducible software errors. Furthermore, claims for defects shall not exist in the case of only insignificant deviations from the contractual quality of the Object of Services or in the case of only insignificant impairment of its usability.
- (4) **Limitation:** Any defect claims of the Customer for subsequent performance, withdrawal and/or reduction shall become statute-barred twelve (12) months after the statutory commencement of the limitation period (in principle, on 31 December of the year in which the claim arises respectively). The limitation period for partial acceptance, in particular in the area of Agile Development, shall commence with the respective release of the partial performance, at the latest with the acceptance of the performance of the last Object of Services within the meaning of § 5 para. 14. Otherwise, the statutory limitation periods shall apply.

## § 14 Liability, Limitation of Liability

- (1) **In General:** Sportec Solutions shall be liable for damages, irrespective of the legal grounds and in particular in the event of claims by the Customer for damages in lieu of performance or for reimbursement of futile expenses, only to the extent that the damage was caused by Sportec Solution's culpable breach of an obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer regularly relies and may rely (hereinafter referred to as "**Material Contractual Obligation**") in a manner that jeopardises the achievement of the purpose of the contract or if such damage result from gross negligence or intent on the part of Sportec Solutions.
- (2) **Limitation of Liability:** The liability of Sportec Solutions per case of damage shall be limited to the order value of the individual contract or order concerned, which regulates the Object of Services from which the case of damage results and is limited to the maximum order and contract value of Sportec Solutions per calendar year with the Customer. Statutory limitations of liability remain unaffected.
- (3) **Damages Typical for the Contract:** If § 14 para. 2 does not apply and Sportec Solutions is liable for the breach of Material Contractual Obligations without intent or gross negligence, Sportec Solutions' liability shall be limited to the foreseeable damage typical for the contract.
- (4) **Exclusion of Liability Limitations:** The limitations of liability pursuant to § 14 para. 1 2 and 3 shall not apply in the event of damage resulting from injury to life, limb or health, in the event of claims by the customer under the Product Liability Act, due to non-fulfilment of a guarantee or under other mandatory liability provisions.
- (5) **Exclusion of Liability:** Sportec Solutions does not assume any liability for damages arising in connection with the fact that the Customer has not made regular data backups in a suitable form or otherwise ensured a timely and cost-effective recovery of data. In the event of damage to data storage media, the obligation to pay compensation does not include the cost of recovering lost data and information. In the event of loss of data, Sportec Solutions shall, in the case of simple negligence, only be liable for any expenses that would have been necessary for the recovery of the data in the event of proper and regular data backup by the Customer.
- (6) **No further Liability:** Sportec Solutions shall only be liable as provided in the sub-clauses above. Any further liability, irrespective of its legal basis is excluded. In particular, Sportec Solutions shall not be responsible for the usability of the

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database content/the database and/or the trademark "Sportec Solutions" if content of one of Sportec Solutions' databases forms part of the object of services which is provided by the Customer's access to the database or by distributing of database content to the Customer. The Customer is aware of the fact that Sportec Solutions' databases are developed and maintained as well as permanently updated lege artis and the databases' content is secured considering scientific accuracy and generally recognised codes of practice, in particular recognised rules of programming. In case of performance of database content, Sportec Solutions shall not be liable for the loss of database content and/or programs as far as the Customer has failed to perform data backups and to make sure thereby that lost data can be restored with reasonable effort. This applies mutatis mutandis if damages are caused by the Customer's failure to sufficiently protect his computer system from computer virus and other malware.

- (7) **Employees/Subcontractors of Sportec Solutions:** The exclusions or limitations of liability according to the subclauses above also apply to claims against employees or subcontractors of Sportec Solutions
- (8) **Burden of Proof:** The preceding provisions do not modify the burden of proof.
- (9) **Pre-Contractual Liability:** This § 14 also applies to claims for damages arising from contractual obligations that arise from the initiation of contractual negotiations, the initiation of a contract or similar business contacts. If a contract is concluded, the customer already now waives all claims that go beyond the liability according to this paragraph.

## § 15 Force Majeure

- (1) **No Breach of Contract:** If and to the extent to which the Customer or Sportec Solutions is unable to perform its obligations under the contract between the Parties and/or these GTC due to a force majeure event, such failure shall not constitute a breach of the contract between the Parties and/or these GTC and the respective party shall be relieved of its obligations to the extent of the effect of the force majeure event provided that it
  - a) could not have avoided the effect of the force majeure event by taking appropriate protective measures, but failed to do so;
  - b) was not aware of the effect of the force majeure event when the contract was concluded; and
  - c) has made efforts to mitigate the effects of the force majeure event.
- (2) **Force Majeure:** Force majeure in terms of these GTC means strikes, lockouts, governmental interferences, war, situations comparable to war und civil war, shortage of energy and resources, obstructions of business through no fault of Sportec Solutions' own but caused by thunderstorm, lightning, fire, water, snow and ice, by shortfall of communication networks and communication processors, shortfall of computer systems, cable fire, machine defects, accidents during the travel, loss of personnel, official bans on events in accordance with the Infection Protection Act (IfSG) due to pandemics or epidemics or a risk of pandemics or epidemics, etc. Cases of force majeure also expressly include official event bans, in particular in connection with the SARS-CoV-2/COVID-19 pandemic, which had not yet been enacted at the time of conclusion of the contract or had not been enacted for this time.
- (3) **No Cancellation or Termination of Contract:** An event of force majeure does not automatically terminate the contract between the Parties. Rather, the Customer and Sportec Solutions are obliged to adjust their respective contractual obligations to the changed circumstances as a result of the occurrence of the force majeure event, taking into account the mutual interests of the Customer and Sportec Solutions. A lump-sum reduction or abatement of the remuneration of Sportec Solutions by the Customer is not permissible.
- (4) **Cancellation Costs:** Cancellation costs incurred by Sportec Solutions in connection with the agreed Object of Services even in the knowledge of possible official event bans regarding the Customer, in particular in connection with the SARS-CoV-2/COVID-19 pandemic, which had not been issued at the time of conclusion of contract or had not been issued for the period, in which the event in question has been banned, the Customer shall reimburse Sportec Solutions at least in the amount of ten (10) % (per cent) of the agreed remuneration of the Object of Services, whereby Sportec Solutions is entitled to prove higher cancellation costs within the meaning of organisational preparation expenses (expenses incurred by Sportec Solutions as well as any expenses incurred in the name and on behalf of Sportec Solutions).

## § 16 Confidentiality

- (1) **Confidentiality Obligation:** The Customer and Sportec Solutions undertake to treat the Confidential Information of the other party as confidential. This obligation to keep the

Confidential Information confidential shall apply for a period of five (5) years, calculated from the expiry or termination of the contractual agreement; any statutory protection of the Confidential Information as business secrets shall remain unaffected and effective during and after the term of the contractual agreement.

- (2) **Permitted Disclosure:** The Customer and Sportec Solutions shall be entitled to disclose the Confidential Information of the respective other party to their own employees and members of their executive bodies as well as to their consultants and vicarious agents and to the employees and members of the executive bodies and committees of the companies affiliated with them pursuant to sec. 15 et seq. AktG and to grant them the use during the term and for the purposes of the initiation, the conclusion and the execution of the contractual agreement. Authorisation to disclose shall be subject to prior agreement to treat the Confidential Information confidential. Any other communication shall require the consent of the respective other party in text form.
- (3) **Exceptions:** The obligation of the Customer and Sportec Solutions to treat the Confidential Information as confidential shall not apply in the following cases:

- a) For information obtained by the Customer or Sportec Solutions through independent discovery or creation or observation, investigation, reverse engineering or testing of a product or item that has been made publicly available or by a third party who has acquired, used or disclosed the Confidential Information on a non-confidential basis, to the extent that the Customer or Sportec Solutions has no knowledge or negligent lack of knowledge of a breach of any confidentiality agreement or other obligation or of any other unlawful acquisition of the Confidential Information by the third party, or any other conduct that is deemed to be consistent with good business practice in the relevant circumstances.
- b) The Customer and Sportec Solutions shall be released from their duty of confidentiality to the extent that they are under a legally binding obligation to disclose such information. Subject to any legally binding obligations to the contrary, the release shall also require that the Customer or Sportec Solutions informs the other party without delay and in any case prior to a corresponding communication in order to give the other party the opportunity to take action against this communication or at least to work towards measures for confidential treatment by the recipient.
- c) The Party required to maintain confidentiality shall bear the burden of proving that it acquired the Confidential Information in accordance with the provisions of § 16 para. 3 lit. a), is legally bound by its obligation under § 16 para. lit. 3 b) to maintain the information in the public domain or readily accessible to the public at the time of disclosure or other knowledge by the Party, was generally known or readily accessible within the circles which normally handle the type of information comparable to the Confidential Information and the proven measures of the other Party to protect the Confidential Information can be circumvented and are therefore inadequate and insufficient..

## § 17 References, Public Relations

- (1) **References:** Sportec Solutions is entitled to use the services rendered to the Customer, including corresponding uses/productions, also of the Customer, for demonstration purposes as well as for the purpose of advertising, self-promotion, information and for accompanying materials, in all media, new media, in particular its own website/homepage, as well as in print media, in particular also to publish or refer to them, unless the Customer can assert a conflicting legitimate interest in text form.
- (2) **Public Relations:** Sportec Solutions and the Customer shall cooperate in a positive and diligent manner to publish promotional and general communications relating to their relationship, the Contract, the Customer's use of Sportec Solutions' Services and other matters mutually agreed. Neither Sportec Solutions nor the Customer may publish such advertising and general communications in text form (which shall not be unreasonably withheld) without the prior consent of the other party.

## § 18 Data Protection; Data Backup and Data Security



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- (1) **Data Protection:** The Customer and Sportec Solutions shall observe the relevant data protection regulations. The collection, processing and use of personal data for marketing purposes is not permitted. The Customer and Sportec Solutions shall oblige their employees to maintain confidentiality in accordance with the applicable European data protection law and the applicable national data protection regulations, unless such an obligation already exists.
- (2) **Data Backup:** The Customer is obliged to take all necessary precautions to secure their IT system, including their data bank, to the extent required, in particular to carry out regular data backups. In particular, the Customer shall protect the systems under their access against unauthorised knowledge, storage, modification and other unauthorised access or attacks of any kind. Hereto, the Customer shall take the necessary measures in accordance with the latest state of the art, in particular to protect against viruses and other malicious programs or program routines, as well as other measures to protect their equipment, in particular to protect against break-ins. When using systems which are not subject to their access, the Customer shall impose corresponding obligations on their contractual partners and regularly monitor their compliance..
- (3) **Order Processing:** In the event that Sportec Solutions collects, processes or uses personal data for the Customer for the purpose of providing the contractual services by way of commissioned processing (Article 28 DSGVO (the German Data Protection Act)), the Customer and Sportec Solutions shall enter into an agreement on commissioned processing pursuant to Article 28 DSGVO on the basis of a template to be provided by Sportec Solutions.
- (4) **Data Processing by Subcontractors:** Sportec Solutions shall be entitled to engage subcontractors for the performance of its contractual services and to transfer or process personal data provided by the Customer and/or to which Sportec Solutions has access to, to a country or territory outside the European Union or the European Economic Area. Prior to engaging or replacing subcontractors, Sportec Solutions shall inform the Customer in text form.
- (5) **Release/Deletion of Personal Data:** Upon termination of the respective contractual services, Sportec Solutions shall, upon request of the Customer in text form, surrender the personal data collected, processed and/or used for the Customer at no additional cost. Further legal obligations to delete and claims for deletion remain unaffected by the above provision.
- (5) **Dispute Resolution:** The Customer and Sportec Solutions agree to seek a mutually agreeable solution when asserting rights, taking into account the respective situation of the other party.
- (6) **No Waiver of Rights:** The failure or delay of Sportec Solutions or the Customer to exercise any right under the contract between the Parties shall not be deemed to be a waiver of such right and/or a single or partial exercise of such right and shall not preclude any other or further exercise of such right or the exercise of any other right.
- (7) **Whole Agreement:** The contract, including these GTC constitutes the whole agreement between Sportec Solutions and the Customer and replaces any prior agreements between the Parties with regard to the subject matter of the contract.
- (8) **Severability Clause:** Should any or single provisions of the contract, including these GTC, be or become contestable or invalid, this shall not affect the validity of the remaining provisions of the contract including these GTC. Instead of the contestable or invalid provision/s a provision shall apply which the Customer and Sportec Solutions would have agreed on according to the original purpose of the contestable or invalid provision(s) considering an economic approach. The same applies analogously in the case of a gap in the contract.
- (9) **Applicable Law:** The contract, including these GTC shall be governed by the laws of the Federal Republic of Germany in exclusion of the United Nations Convention for the International Sale of Goods (CISG).
- (10) **Place of Performance:** Place of performance shall be at Sportec Solutions' registered office.
- (11) **Place of Jurisdiction:** Exclusive place of jurisdiction for all legal disputes arising from and in connection with the contract, including these GTC irrespective of the legal basis, shall be Munich, to the extent permissible.

## § 19 Final Provisions

- (1) **Written Form; Text Form:** Unless otherwise specified in these GTC, written form or in writing means the written form in accordance with sec. 126 para. 1 BGB by handwritten signature. Text form means the declaration on a durable data medium (e.g. e-mail) as regulated in sec. 126b BGB.
- (2) **Form for Concluding and Executing Contracts:** Unless otherwise stipulated in these GTC, contractual agreements of Sportec Solutions with the Customer, in particular the conclusion, amendment and cancellation of contracts, require the written form or an effective conclusion of a contract by (simple) electronic signature in accordance with the eIDAS Regulation in order to be effective. Sec. 127 para. 2 BGB is also applicable in connection with the formal requirement for the conclusion of contracts by Sportec Solutions with Customers. With regard to declarations made by Sportec Solutions and Customers purely in connection with the performance of a contractually agreed service, text form is sufficient.
- (3) **Contradictory Regulations:** In the event of conflicting provisions in these GTC and the contractual agreement supplementing these GTC, the provision in the contractual agreement shall prevail as a more specific provision over the provision in these GTC pursuant to **§ 3 para. 1**. In particular, the GTC of the Customer pursuant to **§ 1 para. 3** are not or do not become part of the contract between the Parties. There are no oral collateral agreements. Additions, supplements and amendments to any provision of the contract, including these GTC, and all waivers of any provision of the contract, including these GTC, require the form pursuant to **§ 19 para. 2** in order to be effective. This form requirement applies in particular also to the waiver of the written form requirement according to **§ 19 para. 1**, the form requirement according to **§ 19 para. 2**, as well as the waiver of a (written) form requirement from **§ 19 para. 1 and 2** itself.
- (4) **Good Conduct:** The Customer and Sportec Solutions undertake to comply with the law and to show mutual respect, good conduct and loyalty. The Customer and Sportec Solutions are obliged to take into account the interests of the other party that are worthy of protection. These obligations shall also apply after expiry or termination of the contract.

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