BIBTAG USAGE AGREEMENT

THIS AGREEMENT ("**the Agreement**") is made by and between (1) the MYLAPS group company listed in **Exhibit 1** that is operationally responsible for the geographical area in which the Client (defined below) is legally domiciled ("**MYLAPS**") and (2) the user of the BibTag Systems and BibTags (both defined below) and all other related MYLAPS products and services ("**the Client**"). MYLAPS and the Client are hereinafter collectively referred to as "**the Parties**" and each individually as "**a Party**".

WHEREAS Client has purchased from MYLAPS and owns a MYLAPS BibTag System ("**the BibTag System**"), and now wishes to purchase and use MYLAPS BibTags (defined below) in combination with the BibTag System for data registration during events organized by or in conjunction with Client ("**the Events**"), and MYLAPS wishes to sell the MYLAPS BibTags for use by Client during such Events, all subject to the terms and conditions of this Agreement.

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

CLAUSE 1 – SALE, PURCHASE AND USAGE OF BIBTAGS, EFFECTIVE DATE

MYLAPS hereby sells, shall supply to, and shall allow the use by Client of, the BibTags and other MYLAPS products as specified in **Exhibit 2** hereto (collectively "**the BibTags**"), and Client hereby purchases from MYLAPS and shall accept, pay for and use the BibTags, in accordance with the terms and conditions set forth below. The effective date of this Agreement ("**the Effective Date**") is the date on which the Client installs the MYLAPS Timing & Scoring Software that works with the BibTag System.

CLAUSE 2 – PURCHASE PRICE, PAYMENT & DELIVERY

2.1   **Purchase Price.** The purchase price of the BibTags ("**the Purchase Price**") shall consist of:

(a)   a hardware fee, based on MYLAPS' unit prices prevailing on the date of order acceptance, multiplied by the number of BibTags ordered by Client ("**the Hardware Fee**"). The BibTags shall be delivered either (i) in accordance with the delivery terms agreed between the Parties, or (ii) by allowing Client to print the BibTags on a BibTag printer.

(b)   a usage fee, based on MYLAPS' BibTag Usage prices prevailing on the date of the relevant Event, multiplied by the number of passings of the BibTags or any other bibtags during such Event, registered by the BibTag System on Client's Contract ID or any other contract ID ("**the Usage**") ("**the Usage Fee**", see below).

2.2   **Payment.** The Purchase Price shall be paid by Client with 30 calendar days net from invoice date, without any withholding, set-off or delay. If Client fails to make any timely payment or fails in any other way to comply with its obligations under this Agreement, MYLAPS may immediately suspend performance under this Agreement, without any notice or other action required and without prejudice to other remedies that are available to MYLAPS by virtue of this Agreement.

CLAUSE 3 – BIBTAG USAGE & USAGE FEE

3.1   **BibTag Usage.** The Usage of the BibTags and any other bibtags during the Events shall be registered by the Client by operation of the BibTag System, all in accordance with the MYLAPS Usage Manual and other instructions provided by MYLAPS on https://partners.mylaps.com. The Client hereby acknowledges and confirms that it has read the MYLAPS Usage Manual and other instructions

so provided by MYLAPS, fully understands its content and unconditionally agrees to be bound by all of the terms and conditions of the MYLAPS Usage Manual and such other instructions. MYLAPS may authorize Client to set the BibTag system temporarily into an "Expo-mode" or "Scanner-mode". Such authorized expo- or scanner-modes are not to be used for timing purposes; the usage in those modes shall be free of charge.

3.2 **Third Party Bibtags.** Client accepts and agrees that MYLAPS does not provide any representation or warranty of any kind, express or implied, with respect to any third party bibtag or the fitness, suitability or compatibility of the BibTag System in combination with any such third party bibtags. Furthermore, Client shall indemnify MYLAPS for and hold MYLAPS harmless against any and all damages directly and/or indirectly resulting from the usage or allowance of any third party bibtags in connection with the BibTag System, whether in the form of loss of data, error, damage or interruption in the usage of the BibTags and/or the BibTag System or otherwise.

3.3 **Contract ID.** Client shall solely use its Contract ID provided by MYLAPS to log in to the BibTag System and to register the Usage during any and all Events with the MYLAPS Timing and Scoring software. Client shall be solely responsible for the payment of the Usage Fee and to procure the proper and timely registration of all Usage, if necessary by means of adjustment of the settings of the BibTag System through the Input Filter to limit the number of BibTags decoded by the BibTag System and registered as eligible for Usage for a certain Event, all in accordance with the MYLAPS Usage Manual and other instructions provided by MYLAPS.

Client accepts and agrees that any and all passings of BibTags or other bibtags during Events on its Contract ID or any other Contract ID (adjustable in the setting of the BibTag System) shall be deemed "Usage" for all purposes of this Agreement, and it hereby unconditionally and irrevocably assumes joint and several liability for the payment of the Usage Fee in respect of such Usage registered on such other Contract ID and all administrative and other fees, charges and costs incurred by or determined at the discretion of MYLAPS.

3.4 **Re-Usage.** Client shall be entitled to re-use the BibTags, which shall also be deemed to be "Usage" for all purposes of this Agreement, including without limitation for the calculation of the Usage Fee, unless such re-usage occurs within 96 hours of the first usage of the relevant BibTag.

3.5 **Reporting & Verification of Usage**. Client shall report the Usage to MYLAPS in a format advised by MYLAPS upon the occurrence of the sooner of (i) the end of each calendar month from the date of this Agreement, and (ii) the recording of 10,000 Usage passings in accordance with clause 3.1 above. In addition, Client shall simultaneously provide all such information and access as requested by MYLAPS to verify and, if necessary, adjust the Client's Usage report.

The expiry of 5 calendar days from the date on which the above mentioned 10,000 Usage passings are recorded without submitting a Usage report shall result in the automatic block/shutdown of the BibTag System. Furthermore, in the event of 30 days' unremedied breach by Client of any of its obligations pursuant to this Agreement (including without limitation failure to pay any invoice, to timely provide any Usage report or any requested additional information and access and/or any act or negligence in breach of clause 3.8 below), MYLAPS shall be entitled to block/shut down the BibTag System, without any notification or other action required.

A BibTag System block/shutdown for any of the reasons mentioned above shall be without prejudice to MYLAPS' rights to estimate, in its sole discretion, the Usage during the relevant Event and to terminate this Agreement (see clause 4.2 below). The Usage of the MYLAPS as verified, adjusted

and/or estimated by MYLAPS shall be final and binding for all purposes of this Agreement, including without limitation for the calculation of the Usage Fee.

3.6   **Release Key.** Synchronization of the BibTag System by Client after the occurrence of a BibTag System block/shutdown pursuant to clause 3.5 above, shall automatically trigger a request for a release key to re-enable the BibTag System. However, Client accepts and agrees that it will only be eligible for a release key being granted by MYLAPS after having provided full remedy and compliance with its obligations under this Agreement, and that Client's entitlement to such a release key may at all times be suspended or denied at the sole discretion of MYLAPS.

3.7   **Intellectual Property Rights.** In addition to Article 12 of MYLAPS' applicable General Conditions (see clause 5.1 below), Client acknowledges and agrees that all right, title and interest in and to all copyrights, patents, trademarks, trade secrets and trade dress and other intellectual property rights embodied in the BibTags, the BibTag System, Usage data and MYLAPS' database, software and documentation, as well as the methods by which any services are performed by MYLAPS and the processes that make up MYLAPS' services, shall belong solely and exclusively to MYLAPS, and that Client shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. Client shall not be entitled to copy, duplicate, replicate, clone, decrypt, manipulate, change, alter, modify, remove, delete, augment, tamper with, abuse, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the BibTags, the BibTag System, Usage data and/or MYLAPS' database, software and documentation, in whole or in part.

CLAUSE 4 – TERM AND TERMINATION

4.1   **Term.** This Agreement shall enter into force on the date first written above and shall continue until terminated by either Party on 12 months' notice.

4.2   **Termination.** Either Party may terminate this Agreement on 30 days' notice in the event of unremedied breach by the other Party, and with immediate effect upon the other Party's filing for bankruptcy or protection from creditors.

CLAUSE 5 – MISCELLANEOUS

5.1   **General Conditions.** The general conditions of sale and delivery of the relevant MYLAPS group company are an integral part of this Agreement, to the extent not explicitly set out otherwise herein; these applicable general conditions of sale and delivery are made available on the website of the relevant MYLAPS group company listed in of **Exhibit 1** ("**MYLAPS Group Companies / Relevant General Terms & Conditions**"). The Client hereby unconditionally acknowledges and confirms that it has read and understood the General Conditions, is bound by all of the terms and conditions of the General Conditions, to the extent not explicitly set out otherwise herein, and that MYLAPS expressly rejects the applicability of any other general (purchase) terms and conditions.

5.2   **Data Protection.** In respect of the processing of personal data recorded by operation of the BibTag System and/or the BibTags, Client shall comply with all applicable data protection laws and regulations and have in place, and undertake to maintain, appropriate technical and organizational measures against the accidental, unauthorized or unlawful processing, destruction, loss, damage or disclosure of personal data, and adequate security programs and processes to ensure that unauthorized persons do not have access to the personal data or to any equipment used to process the personal data. Client accepts and agrees that, in respect of all such personal data, it is the data controller, and MYLAPS is a data processor. Client shall indemnify MYLAPS for and keep MYLAPS

harmless against all claims, demands, actions, proceedings, damages, charges, costs and expenses (including legal costs and expenses) which may be brought against MYLAPS in respect of or in any way arising out of or in connection with a claim that MYLAPS is in breach of any data protection laws and/or regulations, in connection with the transactions contemplated by this Agreement.

5.3   **Confidentiality.** During the term of this Agreement and for 5 years from the date of termination, for whatever cause, each of the Parties will keep confidential and not disclose, reveal or transfer to any third party the contents of this Agreement or any information of a confidential nature obtained, gathered or stored in connection herewith, including without limitation all BibTag System log-in information.

5.4   **No Assignment.** Neither Party may assign, transfer or subcontract this Agreement or any part of it, without the other Party's express advance written consent. Any purported assignment, transfer or subcontract without such consent shall be void and ineffective.

5.5   **Entire Agreement, Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment of or addition to this Agreement shall be in writing by both Parties

5.6   **Invalidity.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

5.7   **No Waiver.** The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition or right with respect to further performance.

5.8   **Notices.** Any notice under this Agreement shall be served in the English language by registered mail, to the other Party at its above address and for the attention of its below mentioned representatives.

5.9   **Exclusive Law and Exclusive Jurisdiction.** This Agreement shall be construed and enforced exclusively in accordance with the law applicable in the country in which the relevant MYLAPS group company is legally domiciled, excluding the UN Convention for the International Sale of Goods. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be exclusively settled under such local substantive law before the local competent courts.

EXHIBIT 1 – MYLAPS GROUP COMPANIES / RELEVANT GENERAL TERMS & CONDITIONS

1.   Geographical Area: **EMEA**

MYLAPS B.V.
Zuiderhoutlaan 4
2012 PJ Haarlem, Nederland
E-mail: info@mylaps.com

Applicable General Conditions: www.mylaps.com/termsconditions/emea

2.   Geographical Area: **Americas Office**

MYLAPS US, Inc.
2030 Powers Ferry Road, SE, Suite 110
Atlanta, Georgia (USA) 30339
E-mail: info.americas@mylaps.com

Applicable General Conditions: www.mylaps.com/termsconditions/unitedstates

3.   Geographical Area: **Japan**

MYLAPS Japan KK
The Open House 202
1-4-23 Higashi, Shibuya-ku
Tokyo, 150-0011 Japan
E-mail: info.japan@mylaps.com

Applicable General Conditions: www.mylaps.com/termsconditions/japanbusiness

4.   Geographical Area: APAC

MYLAPS Asia Pacific Pty Ltd
Unit 30, 17 Lorraine Street
Peakhurst NSW 2210 Australia
E-mail: info.asia.pacific@mylaps.com

Applicable General Conditions: www.mylaps.com/termsconditions/australia

5.   Geographical Area: Asia

MYLAPS B.V. (Malaysian Representative Office)
Wisma Consplant 1
Suite C305, 3rd Floor, Central Wing
No. 2, Jalan SS16/447500 Subang Jaya
Selangor, Malaysia
E-mail: info.asia@mylaps.com

Applicable General Conditions: www.mylaps.com/termsconditions/emea

EXHIBIT 2 – BIBTAG PRODUCTS

"BibTags" comprises the following items:

1. BibTag
2. ThinTag
3. Multi Sports Tag
4. Re-usable Multi Sports Tag