

GENERAL CONDITIONS OF SALE AND DELIVERY
(MYLAPS Asia Pacific Pty Ltd)

Buyer must agree to these General Conditions.

PLEASE READ CAREFULLY: The following General Conditions of Sale and Delivery ("**General Conditions**") apply to all purchases of products and subscriptions for services in Australia from MYLAPS Asia Pacific Pty Ltd (to be referred to hereinafter as: "**MYLAPS**", or "**Seller**"), whether made on MYLAPS' website or through MYLAPS' other distribution channels. These General Conditions shall also apply to separate purchase and/or subscription agreements between MYLAPS and Buyer unless otherwise provided therein. You, or the individual, entity or end user on whose behalf you are accepting these General Conditions ("**Buyer**") agree to accept the General Conditions below by making a purchase from or placing an order with MYLAPS.

1. GENERAL PROVISIONS

Article 1 – General

- 1.1 Unless expressly agreed otherwise in writing between Buyer and MYLAPS, these General Conditions are applicable to all offers and agreements between MYLAPS and Buyer as well as to any other legal or commercial relationships existing between MYLAPS and Buyer.
- 1.2 The applicability of any terms on Buyer's own purchase order forms that conflict with these General Conditions is expressly excluded and shall be given no force or effect, unless otherwise expressly agreed between the parties in writing.
- 1.3 Any deviations from and supplements to these General Conditions shall be effective only if they have been expressly agreed upon in writing by Buyer and MYLAPS, except for updates to these General Conditions as provided in Article 30 below.
- 1.4 In the event that any provision of these General Conditions is determined to be invalid or is nullified (in whole or in part), the other provisions of these General Conditions shall continue to be in full force and effect.
- 1.5 These General Conditions commence on the date Buyer places an order or enters into an agreement and continues until all services and subscriptions and applicable product warranties (whether hereunder or as stated in the applicable separate agreement) have expired or been terminated. In all cases in which the agreement between MYLAPS and Buyer terminates, these General Conditions shall continue to govern the relationships between parties to the extent that such is required for the conclusion of such relationship.

Article 2 – Offers and Acceptance of Orders and Agreement

- 2.1 MYLAPS's offers to Buyer remain valid for acceptance during the period stated in the written offer, and are fully free of acceptance at all times during such time period. This is also applicable to the prices and other conditions specified therein. The offers shall be viewed as a whole at all times.
- 2.2 Any offer that does not contain a specific acceptance period, including any offers contained on MYLAPS's website, may be revoked by MYLAPS at any time prior to MYLAPS's receipt of written acceptance by Buyer.
- 2.3 An offer shall be accepted in writing (which shall include but not be limited to a digital message such as e-mail). A contract of sale is concluded with Buyer at the time Buyer accepted the offer from MYLAPS in writing and MYLAPS has received a copy of such written acceptance.
- 2.4 Verbal undertakings shall be binding upon MYLAPS only if and to the extent that they have been confirmed expressly in writing by MYLAPS to Buyer. Agreements with MYLAPS's agents shall be binding upon MYLAPS only when they have been confirmed in writing by MYLAPS.
- 2.5 Data contained in catalogues, samples, pictures, drawings, specifications of weights and measures, etc. shall be binding on MYLAPS only to the extent that they have been expressly agreed upon in writing in the quotation or in the order confirmation.
- 2.6 Notwithstanding the previous provisions of this Article 2, MYLAPS is not responsible for pricing, typographical or other errors in any offer, and reserves the right to cancel orders arising from such errors.

Article 3 – Prices

- 3.1 Prices contained in any quotation are inclusive of any taxes, duties, forwarding charges, shipping and handling, unless otherwise specified in such quote.
- 3.2 The price stated in the quotation is decisive, except that MYLAPS is not responsible for pricing, typographical or other errors in any quotation, and reserves the right to cancel orders arising from such errors.
- 3.3 Any tax increases and increases in other governmental duties after acceptance of an order or entering into the agreement shall be the responsibility of Buyer.
- 3.4 In the event a general price increase goes into effect after acceptance of an order but prior to delivery, MYLAPS shall have the right to change the price offered or agreed upon accordingly by means of a written notice to Buyer, in which case Buyer shall have the right to terminate the agreement by means of a written notice within eight (8) days from receipt of said notice from MYLAPS. After expiration of said eight (8) day term, Buyer shall be deemed to have accepted the price change.
- 3.5 MYLAPS reserves the right to increase the prices for its products and services on an annual basis in accordance with the US Consumer Price Index (CPI-U) without advance notice. Buyer shall have the right to terminate the renewal by means of a written notice within eight (8) days from receipt of said renewal invoice

from MYLAPS. After expiration of said eight (8) day term, Buyer shall be deemed to have accepted the price change.

Article 4 – Delivery

- 4.1 Delivery shall be FOB Shipping Point, unless the parties expressly agree otherwise in writing.
- 4.2 All costs of delivery and forwarding shall be the responsibility of Buyer, unless expressly agreed otherwise in writing. Failing any special written instructions concerning delivery, it shall be effected by a carrier selected by MYLAPS; however, it cannot be guaranteed that the cheapest means of transport will be used. Any additional charges caused by Buyer's special instructions shall be paid by Buyer.
- 4.3 Responsibility of MYLAPS ceases upon delivery of products in good order to the carrier. If products are missing or received in damaged condition, the Buyer should require the agent of the carrier to make notation of delivery condition on freight and immediately file a damage claim. Shortage claims can only be considered when made in writing to MYLAPS within a reasonable time after the failure became apparent. MYLAPS will refund or reimburse a consumer for goods which are damaged in transit. If the damage caused in transit causes a major breach of a consumer guarantee, Buyer is permitted to decide whether it wishes to receive
- 4.4 Pursuant to Article 10 of these General Conditions, the title to the products delivered shall be transferred to Buyer only when the full purchase price of the products has been paid to MYLAPS; provided, that risk of loss shall transfer upon MYLAPS's delivery of products in good order to the applicable carrier.
- 4.5 When the products have not been taken delivery of by Buyer after expiration of the term of delivery or if Buyer fails to provide information required for delivery, the products shall be stored on behalf of Buyer and at Buyer's risk. In that case all additional costs, including but not limited to storage charges and damages suffered by MYLAPS as a result of such delay, shall be payable by Buyer. MYLAPS is not liable for any damage to the products while in storage.
- 4.6 Without prejudice to the provisions elsewhere in these General Conditions in respect of extension of the term of delivery, the term of delivery shall be extended by the duration of the delay arising on the part of MYLAPS as a result of Buyer not fulfilling any obligation arising under an order or separate agreement or failing to provide any cooperation requested of it for performance of such order or separate agreement.
- 4.7 MYLAPS has the right to establish minimum quantities for the products to be supplied by it or to determine that an order will be delivered in batches. If the products are delivered in batches, MYLAPS has the right to invoice each batch separately.
- 4.8 In the event of a Buyer wishing to suspend deliveries, MYLAPS requires thirty (30) days prior notice thereof in writing to this effect. When Buyer cancels a purchase order or partial order a minimum at 30% of the price of the cancelled order will be invoiced. In case of specially made products, MYLAPS will have the right to invoice the entire amount of the cancelled order. Buyer is responsible for all shipping costs related to the products, unless expressly agreed otherwise in writing.
- 4.9 MYLAPS shall package the products for shipment in accordance with the usual standards it applies. If the Buyer desires a specific manner of packaging, it shall bear the related additional costs. The Buyer shall handle the packaging accompanying the products delivered by the MYLAPS in a manner that is consistent with the applicable government regulations regarding disposal. The Buyer shall indemnify, defend and hold harmless the MYLAPS against third-party claims based on non-compliance with such regulations.
- 4.10 Delivery of a part of the quantity ordered shall not affect the other parts of the order.

Article 5 – Term (Timing) of delivery

- 5.1 The term of delivery is based on the working conditions prevailing at the time when the order is accepted or agreement is entered into, and on timely delivery to MYLAPS of the materials required for fulfilling Buyer's order. In case of any delay through no fault of MYLAPS caused by a change in said working conditions or by the materials ordered by MYLAPS to fulfill Buyer's order not being received in a timely manner, the term of delivery shall automatically be extended if required and Buyer shall not have the right to rescind the order or agreement and neither shall MYLAPS become liable for damages.
- 5.2 The term of delivery specified in the order confirmation or otherwise is based on an estimate. Although MYLAPS will attempt to maintain the term of delivery to the greatest possible extent at all times, this term is not a deadline. The term of delivery being exceeded shall not entitle Buyer to cancel or rescind the order or agreement or to terminate the agreement otherwise or to suspend or refuse payment of the purchase price, and shall not entitle Buyer to any compensation.

Article 6 – Inspection and Return

- 6.1 Buyer shall cause the products purchased to be inspected within ten (10) days of the date of delivery. In such inspection Buyer shall verify whether the products delivered are in conformity with the agreement, namely: (a) whether the correct products have been delivered; and (b) whether the quantity of the products delivered is in conformity with the quantity agreed upon; and (c) whether the products delivered comply with the requirements that may be made for normal use.
- 6.2 Claims for products damaged or lost in transit should be made by Buyer to the carrier, as MYLAPS's responsibility ceases upon tender of products to the carrier. Buyer should notify MYLAPS in writing within a reasonable time of acceptance if Buyer believes any part of Buyer's order is missing or incorrect.
- 6.3 MYLAPS' return policy for its products can be found at www.mylaps.com/returnspolicy and Buyer agrees to those terms. Before returning or exchanging a product, Buyer must contact MYLAPS directly to obtain an authorization number to include with the return. Buyer must return products to MYLAPS in their original or equivalent packaging, and Buyer is responsible for risk of loss, as well as shipping and handling fees.

Products returned “Not Wanted”, “Incorrectly Ordered” or “Duplicated Orders” resulting from a confirmation of an order placed by Buyer, will be subject to a minimum 30% handling charge with a minimum of AU \$25.00. Products returned must be in their original individual packaging. Returns will not be accepted after fourteen (14) days following receipt unless authorized in writing by MYLAPS. Non-stock items, items purchased specifically to a customer’s requirements, will not be subject to credit or exchanged under any circumstances whatsoever.

Article 7 – Modifications

- 7.1 MYLAPS’ policy is one of ongoing update and revision to its products. MYLAPS may revise or discontinue products, software or services offerings at any time without prior notice to Buyer. A change in a product may occur after Buyer places an order but before MYLAPS ships the product. As a result, products might display minor differences from the products Buyer orders. MYLAPS shall have the right to supply products deviating from those agreed upon if the deviations are required to comply with applicable statutory regulations or if the modifications to the products are not material in nature. Buyer gives its consent to any of such deviations. Any such revised products will meet or exceed all material specifications of such order.

Article 8 – Payment

- 8.1 Terms of payment are within MYLAPS’s sole discretion, and unless the parties have expressly agreed otherwise in writing in the applicable invoice or agreement relating to such products or services, payment shall be made immediately upon the order, but no later than the day of delivery, without any discount or setoff by Buyer.
- 8.2 Payment must be made to MYLAPS by bank payment (ACH or wire transfer), check, credit card or some other prearranged payment method. Payment shall be made in Australian Dollars, or such other currency identified by MYLAPS in its invoice.
- 8.3 To the extent that a payment obligation results from the extension of an existing agreement between parties as permitted therein, MYLAPS will be authorized to collect the invoice automatically from the account/credit card of Buyer.
- 8.4 Payments shall be deemed received by MYLAPS only when such payments are actually received by MYLAPS or its bank for the account of MYLAPS.
- 8.5 As the occasion arises, MYLAPS shall have the right to demand full or partial payment in advance or to send the products subject to cash on delivery.
- 8.6 In the event that Buyer has not paid the invoice amount on or before the day of delivery, or to the extent that has been agreed otherwise in writing on the agreed date, such failure, Buyer shall be in “default” (within the meaning of Article 14) from the date on which said term has expired by operation of the law without any notice of default being required. Interest shall then be payable by Buyer at the rate of 1.5% a month for each month or a part thereof that has elapsed, up to the date of full payment. In such case, all other amounts payable by Buyer to MYLAPS shall accelerate and become immediately due. In addition, MYLAPS shall have the remedies specified in Article 14.2. MYLAPS further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorneys fees) and costs associated with such collection.
- 8.7 Returned checks and all reversals will be subject to a AU \$30.00 fee, or the maximum amount permitted by applicable law, whichever is less.

Article 9 – Discounts, etc.

Discounts, bonuses, etc. are payable by MYLAPS only if agreed upon in writing and if Buyer has fully met all its obligations for the relevant period.

Article 10 – Retention of title

- 10.1 MYLAPS shall retain title to all products delivered by it to Buyer until the purchase price of all such products has been paid in full. In addition, retention of title shall be applicable to the sums that may become payable to MYLAPS by Buyer on account of Buyer failing to fulfill one or more of its obligations to MYLAPS. Moreover, MYLAPS shall retain title to the products when any amount is payable by Buyer to MYLAPS on account of delivery or operations, including interest and charges, until MYLAPS has been paid in full.
- 10.2 For as long as the title to the products delivered has not been transferred to Buyer, MYLAPS hereby retains and Buyer hereby grants a first priority security interest in favor of MYLAPS as to all products and all proceeds resulting therefrom as a means of securing payment by Buyer to MYLAPS. Buyer hereby agrees to do all things that are reasonably requested by MYLAPS in order to assist MYLAPS in protecting its security interest, including executing any financing statements or security agreements necessary to perfect MYLAPS’s security interest under the applicable provisions of Australian law. During such period, Buyer shall not be permitted to pledge the products or to grant any other right thereto to any third party.
- 10.3 Buyer shall keep the products delivered subject to retention of title carefully in custody and as identifiable property of MYLAPS and insure the products for the duration of the retention of title against damage caused by fire, explosion and water as well as against theft. Buyer shall submit the policy of said insurances to MYLAPS for inspection at its first request.

- As soon as MYLAPS notifies Buyer of its wish to that effect, any claims of Buyer on the insurers of the products by virtue of the insurance maintained under Article 10.3 shall be pledged to MYLAPS in the manner set out in the Australian law as additional security for MYLAPS's claims on Buyer.
- 10.4 If Buyer fails to fulfill its required financial obligations to MYLAPS or MYLAPS has reasonable grounds to fear that Buyer will fail to fulfill said obligations, MYLAPS shall have the right to take back the products delivered subject to retention of title. When the products have been taken back Buyer may be credited for them at their market value, which in any case shall not exceed the original price, less the expenses involved in taking back the products.
- 10.5 Buyer shall be permitted to sell and transfer the products delivered subject to retention of title to third parties in the scope of its normal business operations. In case of sale on credit Buyer is obliged to stipulate retention of title to its customers pursuant to the provisions in this Article. The first Buyer is obliged to establish immediately an undisclosed pledge to MYLAPS on its claims on the second Buyer which purchased on credit.
- 10.6 Buyer shall not assign or pledge any claims it has on its customers to third parties without MYLAPS's prior permission in writing. Furthermore, Buyer undertakes to pledge said claims to MYLAPS, as soon as MYLAPS has notified it of its wish to that effect, in the manner set out in the Australian law as additional security for its claim on Buyer.
- 10.7 Upon the occurrence of an event referred to in Article 10.5, MYLAPS shall be entitled to unimpeded access to the products. Buyer shall lend every co-operation to MYLAPS to give MYLAPS the opportunity to exercise the right to retention of title by accessing Buyer's premises and taking back the products, including any disassembly required.

Article 11 – Personal Property Securities Act Charges

- 11.1 The terms "Collateral", "Security Agreement" and "Security Interest" have the meaning given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).
- 11.2 The Buyer acknowledges and agrees that by accepting these General Conditions which form part of an agreement and constitute a Security Agreement that covers the Collateral for the purposes of the PPSA.
- 11.3 The Buyer acknowledges that, for the purposes of the PPSA, the Security Interest over MYLAPS' products is a Purchase Money Security Interest ("**PMSI**"). MYLAPS will register a release of the PMSI on payment of the purchase price in full and in accordance with these General Conditions.
- 11.4 The Buyer acknowledges that nothing in these General Conditions is intended as an agreement to subordinate any Security Interest that MYLAPS may have in the Collateral in favour of any person.
- 11.5 If the Buyer disposes of or otherwise deals or agrees to deal with the Collateral in breach of any Security Agreement, the Buyer acknowledges that:
- (a) MYLAPS has not:
 - (i) authorised any disposal or dealing or agreement to deal; or
 - (ii) agreed that any disposal or dealing or agreement to deal will extinguish any Security Interest held by MYLAPS; and
 - (b) MYLAPS' Security Interest continues in the Collateral despite the disposal or dealing or agreement to deal.
- 11.6 The Buyer consents to Dose affecting a registration on the PPSR (in any manner Dose considers appropriate) in relation to any Security Interest arising under or in connection with this Agreement. The Customer agrees to provide all assistance reasonably required by Dose to facilitate this.
- 11.7 The Buyer waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.
- 11.8 Notwithstanding Article 35, notices or documents required or permitted to be given to MYLAPS for the purposes of the PPSA must be given in accordance with the PPSA.
- 11.9 If Chapter 4 (Enforcement) of the PPSA applies to the enforcement of a Security Interest arising under or in connection with these General Conditions, MYLAPS and the Buyer agree the following provisions of the PPSA will not apply to the enforcement of that Security Interest:
- (a) section 95, to the extent that it requires MYLAPS to give the Buyer a notice;
 - (b) section 96,
 - (c) section 125,
 - (d) section 130, to the extent that it requires MYLAPS to give the Buyer a notice;
 - (e) section 132(3)(d);
 - (f) section 132;
 - (g) section 142; and
 - (h) section 143.

Article 12 – Nondisclosure of Confidential Information

- 12.1 In connection with these General Conditions, each party may have access to or be exposed to proprietary information of the other party that is not generally known to the public, the unauthorized disclosure or use of which would such other party injury, including but not limited to software (including source code and object code), product plans, internal designs, pricing, marketing and sales information, customer and supplier lists, personnel information, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "**Confidential Information**"). Each party covenants and agrees that it shall not, except as otherwise specifically authorized herein, directly or indirectly, (a) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, photograph or display the internal structure of any products on social media or

elsewhere, transmit or transfer the other party's Confidential Information or any portions thereof, to others by any means or in any form, or (b) make use of the other party's Confidential Information, in each case other than in furtherance of the parties' rights and duties under this Agreement. Further, Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with these General Conditions, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. If an unauthorized use or disclosure occurs, the recipient party will immediately notify the other party and assist the other party in recovering the misappropriated Confidential Information and prevent its subsequent unauthorized use or dissemination. The foregoing shall not apply to information that (a) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (b) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information, the recipient shall provide advance notice to other party before making such a disclosure to allow the other party to seek a protective order or otherwise prevent the disclosure. The obligations with respect to Confidential Information that constitutes trade secrets under Australian law shall continue in effect indefinitely for so long as such Confidential Information continues to constitute trade secrets under Australian law, and the obligations with respect to all other Confidential Information shall continue for five (5) years from the date of disclosure.

- 12.2 Any models, drawings and information materials made available by MYLAPS to Buyer shall remain the sole property of MYLAPS, even if costs were charged for such materials. Such models, drawings and information materials must not be shown and/or made available to third parties and Buyer shall not have the right to retain a copy of such models, drawings or information materials, unless expressly agreed otherwise in writing.
- 12.3 Each party acknowledges the irreparable harm that improper use or disclosure of the Confidential Information of the other party may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, and all legal fees and other expenses incurred in connection with obtaining such relief, in addition to all other remedies, for any violation or threatened violation of this Article..

Article 13 -Intellectual Property Rights

- 13.1 Buyer is not permitted to remove or change any mark concerning the confidential nature or concerning copyrights, brands, trademarks, trade names or any other rights of intellectual or industrial property from MYLAPS' website, databases, products, equipment or materials.
- 13.2 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 products, software and documentation, as well as the methods by which any services are performed by MYLAPS and the processes that make up the services, shall belong solely and exclusively to MYLAPS, and Buyer shall have no rights whatsoever in any of the above, except as expressly granted in these General Conditions. Without limiting the foregoing, neither these General Conditions nor any separate agreement shall convey or transfer any ownership rights in the software, or any intellectual property rights in the products, software or documentation, to Buyer, and no right is granted to use any of the foregoing except as expressly permitted herein. The software, products and documentation are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Buyer may not modify, remove, delete, augment, 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 software, products and documentation, in whole or in part. All rights of MYLAPS not expressly granted to Buyer hereunder are reserved by MYLAPS.
- 13.3 To the best knowledge of MYLAPS, its products, software and documentation do not infringe intellectual property rights of third parties; provided, however, that MYLAPS is not liable for any damage (direct or indirect) suffered by Buyer, resulting from claims by third parties regarding (alleged) infringement of intellectual property rights of such third parties.

Article 14 - Force Majeure

- 14.1 Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under these General Conditions or under an separate agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, supply disruptions, materials and semi-finished products required not being delivered by third parties, machinery breakdown and other accidents or the intervention of any governmental authority (a "**Force Majeure**"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, then the other party may immediately terminate, in whole or in part, any order or applicable separate agreement by giving written notice to the delayed party.
- 14.2 Notwithstanding Article 13.1, if during the state of Force Majeure MYLAPS is still partly capable of performing, it shall have the right to deliver such performance and invoice such performance separately as if it were a separate agreement.

Article 15 – Default of Buyer

- 15.1 For purposes of these General Conditions, an “**Event of Default**” shall mean any of the following: (1) Buyer fails to make any payment when due; (2) Buyer is acquired by or merges with a competitor of MYLAPS; (3) Buyer declares bankruptcy or is adjudicated bankrupt or insolvent; (4) a receiver or trustee is appointed for Buyer or substantially all of Buyer’s assets; (5) MYLAPS believes, in its sole reasonable discretion, that Buyer (A) has breached any term of these General Conditions or an applicable separate agreement, (B) is involved in any fraudulent, misleading or illegal activities, or (C) will fail to fulfill any of its material obligations hereunder or under any separate agreement.
- 15.2 Upon the occurrence of an Event of Default, MYLAPS may, at its election, and without waiving any other rights or remedies to which it may be entitled, (a) declare that all amounts payable by Buyer to MYLAPS shall accelerate and become immediately due and payable; (b) terminate or suspend these General Conditions or any order, subscription or separate agreement and its obligations thereunder immediately, in which case all rights and obligations of the parties under these General Conditions will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination; (c) exercise its rights under Article 10 to retake the products; (d) suspend or terminate any or all existing orders, agreements, subscriptions or services and/or refuse additional orders for products or services from Buyer until MYLAPS’s receipt of all overdue amounts; (e) disable any products or software and/or the access of one or more users’ access to the software, the MYLAPS event results website and/or any other MYLAPS provided online platform; and/or (f) exercise any other rights or remedies hereunder, under a separate agreement or under applicable law.
- 15.3 MYLAPS shall have no liability to Buyer for any such suspension or termination of services, disabling of products or for its refusal of additional orders. MYLAPS further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorneys fees) and costs associated with such collection. Any expenses incurred by MYLAPS as a result of suspension of the delivery to Buyer shall be for paid by Buyer.

Article 16 – Limited Warranties; Disclaimers; Repairs

- 16.1 The warranty periods for MYLAPS products (including continuing warranty and replacement coverage on certain subscription-based products during the length of the subscription period) can be found at www.mylaps.com/warranty or in the documentation MYLAPS provides with such products.
- 16.2 MYLAPS warrants as follows:
- (a) With respect to MYLAPS products, for the applicable warranty period for each product, MYLAPS shall repair or replace (at the sole discretion of MYLAPS, except in case of a “major failure”, in which case Buyer may choose between repair or replace) any defective products, as determined solely by MYLAPS (except in case of a “major failure”), caused by faulty materials, workmanship or design, unless such defects were the result of any of the following: shipping; improper installation, maintenance or use; abnormal conditions of operation; attempted modification or repair by the Buyer or any third party; use of the products in combination with other items; or an act of God. If repair or replacement of the products is not possible or economical for MYLAPS, MYLAPS may, at its option, refund the purchase price of the products or deliver replacement products at its sole discretion (except in case of a “major failure”, in which case Buyer may choose between replace or refund). MYLAPS’s liability shall be strictly limited to replacing, repairing or issuing credits at its option. All parts replaced shall be the property of MYLAPS.
 - (b) With respect to services, the services will be provided in a good and workmanlike manner consistent with general industry standards.
 - (c) With respect to software, such software will substantially conform to the functional specifications and current documentation provided by MYLAPS. MYLAPS’ obligation to fix software errors is described in Article 24.12.
- 16.3 MYLAPS shall not incur any liability under the above warranties unless:
- (a) MYLAPS is promptly notified in writing upon discovery by the Buyer that such products do not conform to the warranty and the appropriate invoice number and date of purchase information is supplied, and a copy of the original invoice is supplied to MYLAPS;
 - (b) The alleged defective products are within two (2) weeks after notification of MYLAPS as mentioned under (a) returned to MYLAPS shipping prepaid;
 - (c) Examination by MYLAPS of products shall confirm the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, or by alteration or accident; and
 - (d) With respect to MYLAPS products containing firmware, Buyer has upgraded the firmware in such product within one (1) month after MYLAPS has offered to provide Buyer with such upgraded firmware.
- If the requirements set forth above are not complied with, the warranty shall become null and void and MYLAPS shall be discharged from all liability arising from the supply of defective products.
- 16.4 EXCEPT AS EXPRESSLY STATED IN ARTICLE 15.2, MYLAPS, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE “**MYLAPS PARTIES**”) MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY WITH RESPECT TO THIRD PARTY PRODUCTS, FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND MYLAPS HEREBY DISCLAIMS THE SAME. MYLAPS MAKES NO WARRANTY THAT THE OPERATION OF ANY PRODUCTS, SOFTWARE OR FIRMWARE, OR THE PROVISION OF ANY SERVICES, WILL BE UNINTERRUPTED OR ERROR FREE.

- 16.5 Any warranty on a third-party product is provided by the publisher, provider or original manufacturer, and all such third-party products are provided "as is."
- 16.6 MYLAPS shall not have any repair or other warranty obligations concerning errors reported after the expiry of the applicable warranty period, unless the parties have entered into a maintenance agreement which includes such a duty to repair.
- 16.7 MYLAPS shall either charge work and repair costs falling outside the scope of this warranty in accordance with its usual rates, or it will return the malfunctioning product to Buyer. In case the product is returned to Buyer, a handling fee of AU \$25.00 will be charged. The provisions regarding delivery, as set out in Articles 4.1, 4.2 and 4.3 above, are applicable on the return of malfunctioning products as mentioned in this section.
- 16.8 MYLAPS reserves the right to discontinue product and firmware support and detection for transponders and other products reaching the end of their expected lifecycle, as determined in the sole discretion of MYLAPS.

Article 17 – Limitation of Liability

- 17.1 MYLAPS shall be liable exclusively for the products delivered. Said liability does not extend any further than to the product or parts of the product delivered being repaired / replaced or the purchase price of the products or services being refunded by MYLAPS. MYLAPS shall not be liable at any time for damages resulting from installation and/or use of the products. MYLAPS will not offer Buyer facilities for the repair and spare parts of the products delivered for a reasonable period, MYLAPS guarantees those facilities for the period of 6 months after delivery.
- 17.2 MYLAPS's total liability on account of its default in providing a product under any order or agreement shall be limited to compensation of loss up to a maximum of the net invoice value of the products or services of the relevant order delivered. MYLAPS's liability shall under no circumstances exceed the amount MYLAPS shall receive from its insurer regarding the event.
- 17.3 As compliance with the provision in Articles 16.1 and 16.2 above constitutes the only and the total compensation, MYLAPS SHALL NOT BE LIABLE AT ANY TIME FOR ANY OTHER (DIRECT OR INDIRECT) LOSS, SUCH AS BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF ORDERS, DECLINE OF SALES, LOSS OF SALES OR PRODUCTION, THE PRODUCTION PROCESS COMING TO A STANDSTILL OR BEING SLOWED DOWN, FULL OR PARTIAL DAMAGE OR LOSS CAUSED BY OR ENSUING FROM PRODUCTS SUPPLIED BY MYLAPS, LOSS AS A RESULT OF PERSONAL INJURY OR PROPERTY DAMAGE, LOSS ON ACCOUNT OF LIABILITY TO THIRD PARTIES OR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGE AND/OR LOSS WHATSOEVER.
- 17.4 Furthermore, MYLAPS's liability on account of any claimed default in complying with any agreement arises in all cases only if Buyer gives MYLAPS notice of default in writing properly without delay giving a reasonable term for rectifying the default and MYLAPS continues to be imputably in default in fulfilling its obligations also after expiration of said term. The notice of default shall contain a description of the default that is complete and detailed, enabling MYLAPS to respond adequately.
- 17.5 If Buyer does not comply with the instructions of, carries out repairs by third parties, makes modifications to the products supplied, uses hardware and/or software and/or batteries from a third party, or buys or sells the products supplied in the second-hand market, any warranties of MYLAPS otherwise applicable under Article 15 shall cease, Buyer will be subject to any applicable usage fees described in Articles 24.8 and 26.2, and MYLAPS shall not be liable in any way for any damage to those products and/or any damage resulting from those products. MYLAPS will, under no circumstances, be liable for damage resulting from improper use of the products supplied, including but not limited to improper attachment to other objects.
- 17.6 MYLAPS shall not be liable at any time for errors contained in the supporting technical documentation.
- 17.7 The restrictions to MYLAPS's liability contained in these General Conditions shall be deemed to have been stipulated also for third parties involved in the delivery of the products purchased by Buyer.
- 17.8 THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR MYLAPS' SALE OF PRODUCTS, SOFTWARE OR SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Article 18 - Indemnification.

- 18.1 Buyer shall indemnify, defend and hold harmless MYLAPS against any third-party claim or action arising out of (a) the improper disposal of the products delivered to Buyer in violation of applicable local, regional and national laws, regulations, rules and ordinances concerning disposal of waste electrical and electronic equipment; (b) any penalty or fine for which MYLAPS's liability in its relationship with Buyer is excluded under Article 16, (c) any allegation made against MYLAPS due to Buyer's violation or alleged violation of applicable export laws, regulations or orders.
- 18.2 Each party shall indemnify, defend and hold harmless the other party against any third-party claim or action arising from any breach of its representations, warranties or covenants under these General Conditions.

Article 19 – Technical Advice & Published information

- 19.1 Any technical advice and/or installation services given by and/or drawings, instructions or other documentation by MYLAPS shall not amount to a warranty as to fitness for any purpose other than in accordance with the manufacturer's original specifications and/or other than disclosed by Buyer in advance of the technical advice and/or installation services.

- 19.2 Buyer shall bear the risk of selecting the equipment and or software purchased. MYLAPS shall not warrant that the equipment or software is appropriate for the use intended by the Buyer, unless the intended uses have been clearly specified without reservation in writing between the Parties.
- 19.3 If a Buyer uses software that was developed and/or supplied by MYLAPS, any print out or any other form of distribution of the results shall have the web address of MYLAPS www.mylaps.com. Also if results generated with MYLAPS software are first exported to another program like Microsoft Excel, these web addresses shall be printed on each of the printed pages. If MYLAPS software is used to display the information to monitors or TV screens, here also the logos and/or web addresses will be mentioned. MYLAPS reserves the right to prohibit certain forms of (commercial) exploitation of results generated with MYLAPS software, in its sole discretion.

Article 20 – Collection of Data

MYLAPS collects certain information, including names, addresses, credit card information and other information required by Buyer and for the delivery of the products and services, from individuals registering for racing events or activity through the hosted website(s). Such information shall be stored on a secure remote server. Buyer grants MYLAPS a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce or use such information solely for those purposes. Buyer also grants MYLAPS the right to copy and maintain such material and content on MYLAPS' servers (or the servers of its suppliers) during the term of these General Conditions. Buyer represents and warrants that Buyer has obtained all rights, permissions and consents necessary to use and transfer such information in conjunction with MYLAPS' provision of products or services. Buyer will be responsible for protecting the privacy and security of any information that Buyer retrieves from MYLAPS's servers and shall prevent any unauthorized or illegal use or dissemination of such information. All information collected by MYLAPS shall be jointly owned by MYLAPS and Buyer.

Article 21 -- Privacy

For information about MYLAPS' privacy practices, please read MYLAPS' privacy policies at www.mylaps.com/privacypolicy. These policies explain how MYLAPS treats Buyer's personal information and protects Buyer's privacy.

Article 22 – Environment requirements and installation

- 22.1 Buyer shall ensure an environment which meets the requirements specified by MYLAPS for the equipment in a particular case (for example, concerning temperature, humidity, technical environment requirements and the like).
- 22.2 If the parties have expressly agreed in writing, MYLAPS shall install the products. In the absence of such agreement, Buyer shall be responsible for installation. Any requirement by MYLAPS to install equipment shall not include the requirement to install software or to convert data.
- 22.3 If MYLAPS has undertaken to perform installation, Buyer shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the equipment and follow all instructions of MYLAPS necessary for the installation.
- 22.4 To enable MYLAPS to perform the necessary work, Buyer shall give MYLAPS access to the installation site during MYLAPS's normal working days and hours.

Article 23 – Third Party Equipment

- 23.1 If and insofar as the MYLAPS provides equipment from third parties to the Buyer, those third parties' terms and conditions shall replace any deviating provisions in these General Conditions and shall apply with regard to that equipment, provided that the MYLAPS notifies the Buyer in writing. The Buyer shall accept the aforementioned third-party terms and conditions. Such terms and conditions shall be available for the Buyer's inspection at the MYLAPS's and the MYLAPS shall send these terms and conditions free of charge to the Buyer at its request. If and insofar as the aforementioned third-party terms and conditions are deemed or declared inapplicable to the relationship between the Buyer and the MYLAPS for whatever reason, the provisions in these General Conditions shall fully apply.

2. FIRMWARE AND SOFTWARE

Article 24 – Firmware

- 24.1 Should the products delivered by MYLAPS consist, in whole or in part, of software which constitutes firmware, then this Article is applicable, in addition to the rest of these general terms and conditions. Without limiting the foregoing, the general provisions of Article 24 regarding software shall also apply to firmware. Should the firmware-specific stipulations deviate from the "general" stipulations from these general terms and conditions, the firmware-specific stipulations are binding.
- 24.2 Buyer acknowledges that products delivered by MYLAPS may include firmware. MYLAPS reserves all rights concerning this firmware. Subject to payment in full for the applicable products and Buyer's continued compliance with the terms set forth in these General Conditions, MYLAPS shall grant Buyer the non-exclusive, non-transferable, royalty-free license to use such firmware solely as necessary for Buyer to utilize the products provided by MYLAPS and solely in accordance with the function MYLAPS intended for the firmware. With respect to subscription-based products described in Article 25 below, the license granted hereunder shall remain in effect only so long as there is a valid separate agreement or a valid subscription and shall

- terminate immediately upon the expiration of the separate agreement or subscription period, as the case may be. Unless expressly agreed otherwise in writing, no rights, including rights of intellectual property, are transferred to Buyer. Buyer shall always strictly comply with the use restrictions agreed between the parties.
- 24.3 MYLAPS has the right to terminate the license granted in Article 23.2 in case of misuse of the firmware, in which case no entitlement to compensation whatsoever exists for Buyer.
- 24.4 Buyer may not copy, compile, reverse compile, disassemble, analyze or reverse engineer any aspect of the delivered products, including the firmware.
- 24.5 MYLAPS decoders have Firmware that expires after a year. Firmware updates are free but must be downloaded and installed annually to keep the decoders operational. In addition, decoders need to be synced with MYLAPS' website on occasion to download usage statistics, as further described in the decoder documentation. Failure to perform the required syncing will also cause the decoder to cease to operate. IF BUYER (OR BUYER'S END USERS) FAIL TO DOWNLOAD AND INSTALL ANNUAL FIRMWARE UPDATES AND PERFORM THE REQUIRED SYNCING TO THE MYLAPS WEBSITE, THE DECODER WILL CEASE TO OPERATE. BUYER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR DOWNLOADING AND INSTALLING SUCH ANNUAL FIRMWARE UPDATES AND PERFORMING THE REQUIRED SYNCING TO THE MYLAPS WEBSITE.

Article 25 – Software

- 25.1 Should the products delivered by MYLAPS consist, in whole or in part, of software, then this Article 24 is applicable, in addition to the rest of these general terms and conditions. Should the software-specific stipulations deviate from the "general" stipulations in these General Conditions, the software-specific stipulations are binding.
- 25.2 MYLAPS shall be allowed to take technical measures to protect the software and to effectuate the agreed restrictions in the duration of the right to use the software. The Buyer shall not be allowed to remove or evade such a technical measure. If security measures result in the Buyer being unable to make a back-up copy of software, the MYLAPS shall provide Buyer with a back-up copy upon request.
- 25.3 Unless MYLAPS provides a back-up copy of the software to the Buyer, Buyer may make one back-up copy of the software, which may only be used to protect against involuntary loss of possession or damage to the original copy of the Software. The back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright designations as are present on the original version.
- 25.4 Subject to payment in full for the applicable products and services and Buyer's continued compliance with the terms set forth in these General Conditions, MYLAPS shall grant Buyer the non-exclusive, non-transferable, royalty-free license to load, access and use such software solely as necessary for Buyer to utilize the products and services provided by MYLAPS. With respect to subscription-based products described in Article 25 below, the license granted hereunder shall remain in effect only so long as there is a valid separate agreement or a valid subscription and shall terminate immediately upon the expiration of the separate agreement or subscription period, as the case may be. Unless expressly agreed otherwise in writing, no rights, including rights of intellectual property, are transferred to Buyer. Buyer shall always strictly comply with the use restrictions agreed between the parties.
- 25.5 Buyer may only use the software in its own company or organization on one processing unit and for a specific number or type of users or terminals for which the right of use has been furnished. Insofar as not otherwise agreed, the Buyer's processing unit on which the software is used for the first time and the number of terminals connected to that processing unit at the time of initial use shall be considered the processing unit and number of terminals for which the right of use has been furnished. In the event there is a malfunction in the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may pertain to multiple processing units insofar as this is expressly apparent from the agreement between parties.
- 25.6 The right of use shall not be transferable. Buyer shall not be allowed to sell, lease, sub-license or alienate the software and data carriers on which it has been recorded, grant restricted rights to this software or these data carriers or provide them to a third party in any manner or for any purpose whatsoever, give a third party remote or non-remote access to the software or place the software with a third party for hosting, not even if the third party in question will only use the software for the Buyer's benefit. No modification of, or preparation of derivative works based on the software or documentation is permitted. Buyer shall not compile, reverse compile, disassemble, analyze or reverse engineer any aspect of the software or in any way attempt to discover or reproduce source code for the software, or any portion thereof. Buyer shall not modify the software except in connection with fixing errors. Buyer shall not use the software to process data for third parties ("time-sharing"). The software's source code and the technical documentation generated in developing the software shall not be made available to Buyer, not even if Buyer is prepared to pay financial compensation for making them available. Buyer acknowledges that the source code is confidential in nature and that it includes the MYLAPS's trade secrets.
- 25.7 Buyer is further prohibited from (a) attempting to use or gain unauthorized access to MYLAPS or to any third party's networks or equipment; (b) permitting other individuals or entities to use the software or copy the software; (c) engaging in fraudulent activity of any nature; or (d) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any MYLAPS (or MYLAPS supplier) website or other facilities used to deliver the services.
- 25.8 Buyer acknowledges that the products supplied by MYLAPS are technical in nature. To obtain accurate results from the MYLAPS decoder, Buyer must use only MYLAPS timing hardware, software and other products provided by MYLAPS. In order to protect MYLAPS from any third party claims or damage to the MYLAPS' system, Buyer agrees to refrain from (a) using any MYLAPS timing hardware with any non-MYLAPS timing hardware or non MYLAPS approved software or servers, or (b) using any MYLAPS software with any non-

- MYLAPS approved timing hardware or products. Buyer acknowledges that the software is provided free of charge in connection with the purchase of MYLAPS products, and that MYLAPS will suffer financial loss and potential damage to the MYLAPS' system in the event its software is used with non-MYLAPS hardware and products. Therefore, in the event Buyer violates its obligations set out in this Article 24.8, MYLAPS reserves the right to collect a software usage fee of up to AU\$1,000 for each individual instance of non-permitted use of the software, as a usage fee and not as a penalty, without prejudice to any other remedies it may have for such violation under these General Conditions.
- 25.9 Buyer shall immediately return all copies of the software in its possession to MYLAPS after the right to use the software ends. If parties have agreed that the Buyer shall destroy the copies concerned when the right of use ends, Buyer shall provide written notice of such destruction to MYLAPS immediately.
- 25.10 MYLAPS shall deliver the software to Buyer on the agreed type and format of data carriers and, if installation by MYLAPS has been agreed in writing, shall install the software at Buyer's. In the absence of express agreements in this regard, Buyer itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed in writing, MYLAPS shall not be required to convert data.
- 25.11 Buyer shall accept the software in the condition in which it is at the time of delivery, hence, with all apparent and non-apparent errors and other defects.
- 25.12 MYLAPS shall use its best commercial efforts to fix errors in the software within a reasonable time period, if they have been reported in writing and in detail to MYLAPS within three (3) months after delivery. In these General Conditions, "errors" shall mean a substantial failure to meet the functional or technical specifications stated in writing by MYLAPS and, in the case of custom-made software and websites, the functional or technical specifications expressly agreed between parties in writing. An error shall only exist if Buyer can document it and if it can be reproduced. Buyer shall be obliged to notify MYLAPS in writing of errors immediately. MYLAPS shall not have any obligations concerning fixing errors reported after the expiration of the three (3) month period referred to above unless parties have concluded a maintenance agreement which includes such a duty to fix. Repairs shall be performed free of charge, unless the software has been developed at Buyer's instruction, in which case MYLAPS shall charge the repair costs according to its usual rates. MYLAPS may charge the repair costs according to its usual rates if there have been operating errors or improper use on Buyer's part or other causes not imputable to MYLAPS. The warranty shall not include fixing mutilated or lost data. The warranty obligation shall be extinguished if Buyer makes changes or has made changes to the software without MYLAPS's prior written permission.
- 25.13 MYLAPS DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITHOUT INTERRUPTION, ERRORS OR OTHER DEFECTS OR THAT ALL ERRORS AND OTHER DEFECTS SHALL BE CORRECTED. MYLAPS DOES NOT MAKE ANY WARRANTY FOR ANY THIRD PARTY SOFTWARE. IN NO CASE WILL MYLAPS BE LIABLE FOR ANY DAMAGES (DIRECT OR INDIRECT) DUE TO THE (MAL)FUNCTIONING OF SOFTWARE, OTHER THAN MENTIONED IN THIS SECTION.
- 25.14 Errors shall be fixed at a location to be determined by MYLAPS. MYLAPS shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 25.15 Buyer hereby grants MYLAPS, or an agent designated by MYLAPS, the right to perform an audit of Buyer's use of the software during normal business hours; Buyer agrees to cooperate with MYLAPS in such audit; and Buyer agrees to provide MYLAPS with all records reasonably related to Buyer's use of the software. The audit will be limited to verification of Buyer's compliance with the terms of these General Conditions.
- 25.16 MYLAPS may suspend, terminate, withdraw or discontinue the software license granted hereunder, all or part of the services and/or the access of one or more users' access to the software, upon the occurrence of an Event of Default described in Article 14. With respect to software provided or otherwise made available to Buyer by MYLAPS in connection with its products or services, it may be necessary for MYLAPS to perform scheduled or unscheduled repairs or maintenance or remotely patch or upgrade the software, which may temporarily degrade the quality of the services or result in partial or complete unavailability of the products or software. MYLAPS provides no assurance that Buyer will receive advance notification of such activities or that the products, software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Buyer and MYLAPS in a separate agreement, any degradation or interruption in the Software or Services shall not give rise to a refund or credit of any fees paid by Buyer.
- 25.17 BUYER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE PRODUCTS AND SOFTWARE, INCLUDING TELEPHONE, COMPUTER NETWORKS AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE PRODUCTS OR SOFTWARE. MYLAPS SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF BUYER'S ACCESS TO OR USE OF THE PRODUCTS OR SOFTWARE.

3. SUBSCRIPTION-BASED PRODUCTS.

Article 26 – Subscription-Based Products.

- 26.1 Certain of MYLAPS' products and services are provided on a subscription-based model, and may require Firmware updates and occasional synching to the MYLAPS website or other MYLAPS provided online platform for continued operation. These products, and any future subscription-based products developed by MYLAPS, are the "**Subscription-Based Products**".
- (a) **FLEX.** MYLAPS' FLEX products are provided on a 1, 2 or 5 year renewable subscription basis. Details on subscriptions for MYLAPS' FLEX product can be found at www.mylaps.com/flexproducts. Buyer selects a subscription period during purchase of the Product, and has the opportunity to renew the subscription on MYLAPS' website or other MYLAPS provided online platform. IF BUYER FAILS TO MAKE

THE REQUIRED SUBSCRIPTION PAYMENTS, OR IF THE SUBSCRIPTION LAPSES AND IS NOT RENEWED, THEN THE FLEX PRODUCTS WILL CEASE TO OPERATE, AND MYLAPS FURTHER RESERVES THE RIGHT TO TERMINATE BUYER'S (AND ANY END USERS') ACCESS TO MYLAPS' RACE AND PRACTICE EVENT RESULTS WEBSITE.

- (b) **Club FLEX.** MYLAPS' Club FLEX Products are provided on a 1 year, renewable subscription basis. Details on subscriptions for MYLAPS' Club FLEX Products can be found at www.mylaps.com/clubflexproducts. New Firmware must be downloaded on an annual basis during the subscription period to enable its continued operation. IF BUYER FAILS TO MAKE THE REQUIRED SUBSCRIPTION PAYMENTS, OR IF THE SUBSCRIPTION LAPSES AND IS NOT RENEWED, THEN THE CLUB FLEX© PRODUCTS WILL CEASE TO OPERATE, AND MYLAPS FURTHER RESERVES THE RIGHT TO TERMINATE BUYER'S (AND ANY END USERS') ACCESS TO MYLAPS' RACE AND PRACTICE EVENT RESULTS WEBSITE.
- (c) **BibTag Usage.** MYLAPS' BibTag Usage Products are provided on a per-use subscription basis. Details on subscriptions for MYLAPS' BibTag Usage Products can be found at www.mylaps.com/bibtagusage. BibTag Use Products are designed to be disposable products for single use. To the extent a Buyer desires to use the BibTag Product on multiple occasions, a per use fee shall apply. IF BUYER FAILS TO MAKE THE REQUIRED SUBSCRIPTION OR FEE PAYMENTS (INCLUDING FOR TAGS AND CHIPS), THEN THE BIBTAG© DECODER WILL CEASE TO OPERATE,
- 26.2 All FLEX and Club FLEX products shall continue to be covered by MYLAPS' limited warranty for so long as such products are covered by a valid subscription. Details can be found at www.mylaps.com/warranty or in the documentation MYLAPS provides with such products.

4. TERMS OF USE FOR EVENT RESULTS WEBSITE.

Article 27 –Event Results Website

- 27.1 Certain of MYLAPS hosted software and hardware products permit race and practice results to be uploaded to MYLAPS' servers or other remote sites by Buyer or end users. Such hosting services may be subject to a "Hosted Software & Services Agreement" or similar agreement setting forth the specific terms and conditions of use. In such event, the terms and conditions contained in such agreement shall govern, in addition to those provided in this Article 26 and elsewhere in these General Conditions.
- 27.2 MYLAPS results website is engineered specifically for use with MYLAPS brand timing hardware and software, and may be damaged by uploading data from non-MYLAPS products. In order to protect the integrity of and prevent potential damage to the MYLAPS event website, Buyer and any end users may only upload results generated exclusively by MYLAPS hardware products and software. In the event Buyer violates its obligations set out in this Article 26.2, MYLAPS reserves the right to collect a website usage fee of up to AU \$1,000 for each individual instance of uploading data from non-MYLAPS transponders, decoders or other hardware products, as a usage fee and not as a penalty, without prejudice to any other remedies it may have for such violation under these General Conditions. Buyer shall also be responsible for any damage resulting to the MYLAPS event website as a result of a violation of this Article 26.2.
- 27.3 Certain MYLAPS products require Buyer to download and install annual firmware and software updates in order to ensure continued operation. It is Buyer's responsibility to insure that regular software firmware updates are conducted. Service can be terminated if not the latest version of software and hardware are used.
- 27.4 BUYER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE MYLAPS EVENT WEBSITE, INCLUDING TELEPHONE, COMPUTER NETWORKS AND THE INTERNET, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE PRODUCTS OR SOFTWARE. MYLAPS SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF BUYER'S ACCESS TO OR USE OF THE MYLAPS EVENT WEBSITE, THE PRODUCTS OR SOFTWARE.
- 27.5 MYLAPS DOES NOT WARRANT THAT THE MYLAPS WEBSITE SHALL OPERATE WITHOUT INTERRUPTION, ERRORS OR OTHER DEFECTS OR THAT ALL ERRORS AND OTHER DEFECTS SHALL BE CORRECTED. IN NO CASE WILL MYLAPS BE LIABLE FOR ANY DAMAGES (DIRECT OR INDIRECT) DUE TO THE (MAL)FUNCTIONING OF THE MYLAPS EVENT WEBSITE.

5. MISCELLANEOUS PROVISIONS

Article 28 – Independent Contractor Relationship; Assignment; Subcontracting

The parties are independent contractors. No provision of these General Conditions will or shall be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between MYLAPS and Buyer. MYLAPS has the right to assign, subcontract or delegate in whole or in part these General Conditions, or any rights, duties, obligations or liabilities under these General Conditions, by operation of law or otherwise, provided that MYLAPS shall remain responsible for the performance of any services under these General Conditions. Otherwise, neither party may assign these General Conditions without the permission of the other.

Article 29 – Export Compliance

Buyer acknowledges that the products and software provided under these General Conditions, which may include technology and encryption, are subject to the customs and export control laws and regulations of Australia. Buyer agrees to abide by those laws and regulations. MYLAPS' acceptance of any order for products, software, or services is

contingent upon the issuance of any applicable export license required by the Australian Government or any other applicable national government; MYLAPS is not liable for delays or failure to deliver products, software, or services resulting from Buyer's failure to obtain such license or to provide such certification. Each party agrees to indemnify, defend and hold the other harmless from any third-party claims, demands, or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations or orders.

Article 30 – Entire Agreement; Severability

These General Conditions (and any order or separate agreement) constitutes the entire agreement between Buyer and MYLAPS with respect to its subject matter and supersedes all prior oral and written understandings, communications, or agreements between Buyer and MYLAPS. Subject to the following paragraph (Updates), no amendment to or modification of these General Conditions, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of these General Conditions should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of these General Conditions will remain in full force and will not be terminated.

Article 31 – Updates to General Conditions

MYLAPS reserves the right to update these General Conditions at any time, effective upon posting an updated version at www.mylaps.com/termsconditions; however, Buyer's rights and obligations shall be as provided in the version of these General Conditions executed by Buyer or available to Buyer at the time of Buyer's purchase of products or services or, when applicable, renewal of software or services.

Article 32 – Governing Law

These General Conditions, any related agreement, and any claim, dispute or controversy of any kind between Buyer and MYLAPS (including their affiliates, contractors and agents, and each of their respective employees, directors and officers) arising from or relating to these General Conditions or any related agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from these General Conditions (a "**Dispute**") shall be governed by the laws of Australia without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on these General Conditions.

Article 33 – Venue

The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Australia, Buyer and MYLAPS agree to submit to the personal jurisdiction of the state and federal courts located within Australia, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. Notwithstanding the foregoing, MYLAPS retains the right to cause any Dispute to be adjudicated by the court of the place of residence or domicile of Buyer.

Article 34 – Waiver of Jury Trial

The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

Article 35 – Notices

Notice to MYLAPS under these General Conditions or any separate agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.

MYLAPS Asia Pacific Pty Ltd
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Peakhurst NSW 2210
Australia