

GENERAL TERMS AND CONDITIONS

The CLUB and STAIGE shall each hereinafter also be referred to as the "PARTY" and collectively as the "PARTIES".

Further definitions of all terms written in CAPITAL letters in the text can be found at the end of these General Terms and Conditions.

1. CONCLUSION OF THE CONTRACT

1.1 Contracts shall only be concluded with legal entities (clubs, associations, companies) (in these General Terms and Conditions uniformly referred to as "CLUB" for reasons of clarity) STAIGE does not accept or process REQUESTS from consumers.

1.2 CLUB may submit its REQUEST electronically/digitally (especially in the "online shop" at staige.com/shop) or analogously by means of order forms provided by STAIGE upon request, as well as in any other way, if this way of submission is expressly opened up by STAIGE.

For the ordering process in the online shop, the "General Terms and Conditions Online Shop" provided there shall apply in addition to these General Terms and Conditions.

In any case, a contract shall only be concluded upon STAIGE's express written (text form) acceptance of a REQUEST towards the CLUB. A confirmation of receipt of the order shall not constitute a legally binding acceptance of the contract by STAIGE.

2. HANDOVER, INSTALLATION AND OPERATION OF THE CAMERA SYSTEM

2.1 CLUB shall receive the CAMERA SYSTEM after acceptance of the contract by STAIGE in accordance with the delivery periods specified during the ordering process, unless otherwise agreed between the PARTIES.

2.2 If CLUB has requested the purchase of a CAMERA SYSTEM with its REQUEST and STAIGE has accepted this, the CAMERA SYSTEM shall remain the property of STAIGE until STAIGE has received the full purchase price from CLUB or from third parties in accordance with the payment method and modalities selected by CLUB at the time of the order. CLUB shall become the sole owner of the CAMERA SYSTEM once the CAMERA

SYSTEM has come into CLUBS's possession and (cumulatively) STAIGE has received payment in full.

2.3 If CLUB has not purchased the CAMERA SYSTEM, the CAMERA SYSTEM shall be made available to CLUB for use during the agreed period of use and shall remain the property of STAIGE or its partners throughout such period. CLUB shall handle the CAMERA SYSTEM with care and return it without delay in proper condition at the end of the agreed period of use (cf. clause 6). The return of CAMERA SYSTEM constitutes a legal obligation of CLUB. Any costs associated with the return (such as shipping costs) shall be borne by CLUB.

2.4 STAIGE shall not be obliged to install the CAMERA SYSTEM at the CLUB's premises in the case of either 2.2 or 2.3. CLUB shall at all times be responsible for and bear the costs of proper installation, including the necessary installations in accordance with APPENDIX 2 (or USER MANUAL) and/or physical maintenance. STAIGE recommends that the installation be carried out by a certified electrician and at a suitable location in accordance with APPENDIX 1 and 2 (or USER MANUAL).

2.5 Insofar as it has not (yet) become the owner of the CAMERA SYSTEM itself, CLUB shall be liable to the respective owner for damage to the CAMERA SYSTEM resulting from improper installation or maintenance as well as for damage resulting from external influences (lightning strike, theft, vandalism, etc.), insofar as CLUB cannot prove that it has taken suitable, reasonable protective measures (lightning protection, anti-theft device) for this purpose.

2.6 CLUB shall be solely and only responsible to itself for the provision and maintenance of all resources necessary for operation (electricity, internet connection, etc.), subject to any deviating or supplementary provisions arising from other parts of these General Terms and Conditions. The power supply for the CAMERA SYSTEM must be continuous and permanent to prevent the formation of moisture in the CAMERASYSTEM. This also applies if the club obtains an LTE flat rate through STAIGE or receives other CONNECTIVITY.

2.7 In principle, only the CLUB shall be entitled to operate the CAMERA SYSTEM

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and to produce AUDIOVISUAL FOOTAGE. STAIGE shall only operate the CAMERA SYSTEM and produce AUDIOVISUAL FOOTAGE on behalf of the CLUB if and to the extent that this results from the order, subsequent declarations by the CLUB to STAIGE or selected settings via BACKSTAIGE, or from these General Terms and Conditions.

2a. CONNECTIVITY

2a.1 CLUB may additionally request the optional provision of CONNECTIVITY for the duration of the contract term when ordering the CAMERA SYSTEM or subsequently from STAIGE.

2a.2 STAIGE shall be free to accept and reject the assignment. If STAIGE does not accept the assignment, the remainder of the CLUB's order shall not be affected.

2a.3 CONNECTIVITY shall enable, under suitable, in particular geographical and technical conditions, the basic data transmission between the CAMERA SYSTEM and the other SERVICES without additional internet connection and/or additional installations. However, STAIGE's acceptance of the assignment with the provision of CONNECTIVITY shall not change the CLUB's overriding responsibility for the Internet supply sufficient to ensure the functionality of the CAMERA SYSTEM and the SERVICES when operating the CAMERA SYSTEM in accordance with other provisions within these General Terms and Conditions.

2a.4 The CLUB shall be fully entitled (and, if necessary, obliged) to use another connectivity solution at any time, even without notifying STAIGE, without incurring any disadvantages by STAIGE.

2a.5 CLUB shall be solely responsible for checking the suitability of CONNECTIVITY for its individual case, in particular whether the network availability at the exact place of use of the CAMERA SYSTEM intended by CLUB in each case is given in sufficient strength. STAIGE shall provide appropriate support to the CLUB upon request.

2a.6 CLUB acknowledges that STAIGE with CONNECTIVITY shall only provide to CLUB the services of the third-party provider selected by STAIGE that are actually

available at the respective place of use of the CAMERA SYSTEM at the respective time, which may be subject to technical or geographical restrictions beyond STAIGE's control, for which or the possible actual or economic consequences of which STAIGE shall not be responsible.

2a.7 The third-party provider(s) shall be determined solely by STAIGE at its sole discretion and, where applicable, on general aspects without regard to the individual case. STAIGE shall inform the CLUB prior to its order in an appropriate manner of the identity of the third-party provider(s) under consideration.

2a.8 Under no circumstances shall STAIGE be obliged to procure and/or provide other connectivity solutions beyond the scope provided. This shall also apply to any alternative services provided by the same third-party provider.

2a.9 STAIGE shall charge CLUB for the data transmission that actually occurred via CONNECTIVITY on a quantity-based basis on the basis of the tariff (cost price) separately negotiated between STAIGE and the third-party provider plus a reasonable handling fee (as notified to CLUB prior to the order or generally in STAIGE's online shop or in STAIGE's valid price list), unless another tariff is expressly agreed. In the event of significant changes in the costs for STAIGE due to price adjustments on the part of the third-party provider, STAIGE shall be entitled to pass on the increase with fourteen days' notice to the CLUB, which may discontinue the use in accordance with clause 2a.4.

2a.10 CLUB undertakes to ensure that CONNECTIVITY, including the physical components (incl. SIM cards) and access possibilities to the network infrastructure of the third-party providers, if provided, is used exclusively for the operation of the CAMERA SYSTEM and/or for the transmission of data to other SERVICES of STAIGE. Any use in connection with other end devices and/or for other mobile telecommunication services (in particular SMS/voice calls, etc.) is prohibited. This also applies in the event that CLUB orders a CONNECTIVITY flat rate in addition to the limited CONNECTIVITY rate. In the event of an infringement STAIGE will assert any costs and damages against the CLUB. STAIGE also has the right to terminate the

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contract with the CLUB in the event of a breach of these provisions.

3. STAIGE SERVICES - GENERAL TERMS AND CONDITIONS OF USE

3.1 Material scope

If and to the extent selected and booked by the CLUB when ordering the CAMERA SYSTEM or subsequently, STAIGE shall provide the CLUB with STAIGE's SERVICES for the effective use of the CAMERA SYSTEM, for the creation of AUDIOVISUAL FOOTAGE and/or for the use and exploitation of the AUDIOVISUAL FOOTAGE created and shall permit its use within the scope of the following General Terms and Conditions of Use as well as the Service-Specific Special Conditions which the CLUB acknowledges in each case.

3.2 Personal scope

CLUB may only instruct third parties of legal age (its legal representatives, members, others) with actions for the use of the SERVICES. When instructing the third parties, CLUB shall refer to the General Terms and Conditions of Use and the Service-Specific Special Conditions and shall oblige the third parties to comply with them. Violations of the general terms of use and the Service-Specific Special Conditions by the third parties instructed by CLUB shall, without exception, be deemed to be violations by CLUB in its relationship with STAIGE. CLUB shall ensure that only such third parties (can) access the SERVICES on its behalf as have been instructed by CLUB.

3.3 General restrictions on use

Some SERVICES require that CLUB creates a user account for itself or its appointed third parties. CLUB is responsible for the actions taken by or in connection with the user account. CLUB is responsible for the security of the account and must not disclose or make available the access data to unauthorized third parties.

3.4 The applicable statutory provisions shall apply to the use of all SERVICES by CLUB or by its appointed third parties. In particular, CLUB undertakes to respect the personality

rights or intellectual property rights of third parties and will not use the SERVICES for abusive purposes or for fraud, defamation or bullying.

3.5 CLUB shall not use or allow the SERVICES to be used for commercial purposes, including advertising purposes, unless this is expressly permitted by these General Terms and Conditions of Use or the Service-Specific Special Conditions or is recognizably provided for by functions made available in the SERVICES. Advertising surfaces commonly used on sports facilities, which are or were placed on the SPORTS FACILITY independently of the operation of the CAMERA SYSTEM, do not constitute a commercial purpose within the meaning of this provision if they are visible in the footage.

3.6 Intellectual Property of STAIGE - Right of Use of the CLUB

Any right, in particular intellectual property rights, of STAIGE with regard to the SERVICES, to the content provided therein by STAIGE or to the components of SERVICES or content, which is not expressly granted to CLUB by these General Terms and Conditions of Use or the Service-Specific Special Conditions, shall remain with STAIGE.

Subject to deviating or supplementary provisions in the Service-Specific Special Conditions, the CLUB shall receive a non-exclusive, non-transferable, non-sublicensable right of use for all SERVICES against payment in accordance with the valid product and price list.

STAIGE's trademarks and logos may not be removed, altered, made unrecognisable or covered by CLUB.

3.7 Third-party content

Third-party content, in particular AUDIOVISUAL FOOTAGE of other clubs or persons, may only be used by CLUB or its commissioned third parties in the form in which it was published (in particular PAYWALL). It may only be viewed and/or listened to for personal, private, and club-related, non-commercial use.

Third-party content may not be stored, copied, edited, modified, published, unless

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the third party has expressly consented or unless otherwise provided by these General Terms of Use, the Service-Specific Special Conditions or a provided function of a SERVICE or by applicable laws.

3.8 Software

Insofar as the SERVICES contain SOFTWARE, CLUB shall not receive a copy of the SOFTWARE on a data carrier and no download right. For the use of SOFTWARE, CLUB shall receive an access right to the external, central storage location of SOFTWARE (STAIGE server or cloud).

To the extent that SOFTWARE or any part thereof is to be stored locally on any existing equipment owned or possessed by CLUB, in particular CAMERA SYSTEM or local STAIGE server, this shall be done solely at the instigation of STAIGE. CLUB hereby agrees to this. In this case, CLUB also shall not acquire any rights to the copy of the SOFTWARE on its device beyond simple use. The SOFTWARE on the device may be automatically updated by STAIGE when a new version or feature is available.

3.9 CLUB may not copy, modify, distribute, sell, or lease the SOFTWARE or any part thereof, regardless of where it is stored. CLUB shall not examine, analyse, reverse engineer, extract or interfere with the SOFTWARE except as authorised by STAIGE or permitted by law.

CLUB shall not provide or otherwise make the SOFTWARE available for use, analysis or interference to any third party, whether or not such third party is itself the owner and/or possessor of a CAMERA SYSTEM, unless authorised by STAIGE or permitted by law.

3.10 Contents of the CLUB

The SERVICES serve or enable CLUB to create and publish its own content, in particular in the form of AUDIOVISUAL FOOTAGE, in various forms provided by the SERVICE.

CLUB and/or its appointed third parties shall be entitled to all rights to the AUDIOVISUAL FOOTAGE arising from the production of the AUDIOVISUAL FOOTAGE. CLUB also retains all other intellectual property rights to its content.

However, CLUB grants usage and exploitation rights to STAIGE in accordance with clause 5 to all content protected by rights of CLUB, in particular but not limited to intellectual property rights.

CLUB guarantees that it has all the necessary rights, consents and authorisations for the creation of AUDIOVISUAL FOOTAGE and, insofar as it makes use of it, for the publication of content at the latest at the relevant time and that the content is lawful. This includes in particular the consents of the persons concerned (players, coaches, referees, spectators) who are to be seen on the AUDIOVISUAL FOOTAGE and, in individual cases, may also include consents from authorities, owners of the SPORTS FACILITY, holders of trademark rights and other rights owners and holders. In this regard, the content of the CLUB is entirely and solely the responsibility of the CLUB. The relevant time for the production of AUDIOVISUAL FOOTAGE is the start of the recording, and for the publication of content the start of the upload.

STAIGE reserves the right to have the existence of the rights and consents confirmed separately in the technical process, in particular via BACKSTAIGE, and not to activate the respective function for the CLUB without the corresponding confirmation.

3.11 STAIGE may restructure, redesign and rename the SERVICES to the extent necessary to safeguard STAIGE's corporate interest and provided that no substantial rights and interests of the CLUB are affected.

4. SERVICE-SPECIFIC SPECIAL CONDITIONS STAIGE-SERVICES

4.1 CONTROL TOOL

4.1.1 The CONTROL TOOL is SOFTWARE within the meaning of the provision in clause 3.8.

4.1.2 Unless otherwise agreed between the PARTIES, the fee for the non-exclusive right of use of CONTROL TOOL of CLUB is based on the price list valid at the time of the respective order and may be included in package prices.

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4.1.3 The right to use CONTROL TOOL pursuant to Section 3.6 is limited in terms of content to the use of CONTROL TOOL for the CAMERA SYSTEM acquired or used by the CLUB for the purpose of producing AUDIOVISUAL FOOTAGE of the CLUB's SPORT EVENTS. CLUB may not use the CONTROL TOOL for any other purpose.

4.1.4 The right to use CONTROL TOOL is limited in time to the booked recording volume (time quota or number of games). CLUB may add additional recording volume at any time in accordance with the then valid price list.

4.1.5 CLUB is responsible for ensuring that its stationary CAMERA SYSTEM is connected to the Internet and power at sufficient speed (see USER MANUAL) at all times, and that its mobile CAMERA SYSTEM is permanently connected to the Internet and power while using CONTROL TOOL. This obligation remains unaffected even in the event that CLUB orders a CONNECTIVITY flat rate or other CONNECTIVITY.

4.2 STAIGE TV

4.2.1 Unless otherwise agreed between the PARTIES, the fee for the non-exclusive right of use of STAIGE TV of the CLUB shall be based on the price list applicable at the time of the respective order and may be included in package prices.

4.2.2 The right to use STAIGE TV pursuant to clause 3.6 shall be limited in terms of content to the use of STAIGE TV for the publication of AUDIOVISUAL FOOTAGE of the CLUB of the CLUB's SPORT EVENTS as live stream or on demand. CLUB may not use STAIGE TV for any other purpose.

4.2.3 CLUB undertakes not to publish on STAIGE TV any criminal, discriminatory, offensive content or content that otherwise violates the General Terms and Conditions of Use or to use STAIGE TV for any other purpose for which STAIGE TV is not recognisably provided by STAIGE to CLUB. If this content, in particular in the case of a live stream broadcast, only becomes known to CLUB afterwards, CLUB shall notify STAIGE thereof without undue delay. If STAIGE becomes aware of such content through CLUB or through third parties, STAIGE may remove the content from STAIGE TV.

4.2.4 CLUB may display content published on STAIGE TV, whether by itself or by other clubs, on its homepage via the integrable STAIGE PLAYER.

4.2.5 The type and form of the publication on STAIGE TV shall be managed by CLUB itself via BACKSTAIGE. CLUB may not act on the publication of the AUDIOVISUAL FOOTAGE on STAIGE TV in any other way than via the functions of BACKSTAIGE.

4.3 BACKSTAIGE

4.3.1 In order to use the BACKSTAIGE service, it is necessary for CLUB to create a user account.

4.3.2 Unless otherwise agreed between the PARTIES, the fee for the CLUB's non-exclusive right to use BACKSTAIGE shall be based on the price list valid at the time of the respective order and may be included in package prices.

4.3.3 The right to use BACKSTAGE is limited to the administration of the CAMERA SYSTEM owned/operated by CLUB and the administration of the AUDIOVISUAL FOOTAGE of CLUB's SPORT EVENTS produced with this CAMERA SYSTEM and CONTROL TOOL.

4.3.4 Subject to deviating or supplementary provisions in the Service-Specific PAYWALL Special Terms and Conditions, the CLUB may activate its CAMERA SYSTEM and the production of AUDIOVISUAL FOOTAGE independently and at its own responsibility via BACKSTAIGE. If booked, the CLUB may activate or manage the additional functions Livestream, ADMANAGER, PAYWALL and AUDIOCOMMENTARY via BACKSTAIGE ("STAIGE PLUS"). In principle, CLUB may activate the aforementioned SERVICES and functions for each match individually and independently of each other, unless it has separately and expressly undertaken to activate a SERVICE permanently and without exception for all matches when placing the order.

4.3.5 STAIGE reserves the right to make the enabling of functions pursuant to clause 4.3.4 on BACKSTAIGE dependent on CLUB confirming separately and repeatedly during the technical process that it complies with the General Terms and Conditions of Use, the

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Service-Specific Special Terms and Conditions or individual components thereof.

4.4 ADMANAGER

4.4.1 CLUB may make commercial use of the areas to be managed via the ADMANAGER. CLUB shall decide for itself to which partners it shall make available the areas to be managed via the ADMANAGER and whether or to what extent it shall be paid a fee for this.

4.4.2 CLUB shall be responsible for ensuring that it has the necessary rights for the content placed in the SERVICES via the ADMANAGER, in particular for the use of company logos, advertisement texts, etc. CLUB shall ensure that the published content does not violate any prohibitions under statutory or association law. If STAIGE nevertheless discovers content that violates a legal prohibition, STAIGE may remove such content without being liable for any damage that CLUB may suffer as a result. STAIGE shall not be obliged to remove any advertising from the SERVICES that is in breach of association law. Any consequences arising therefrom shall be the sole responsibility of the CLUB.

4.4.3 CLUB shall not change the default settings made by STAIGE in the ADMANAGER, in particular with regard to the duration of display, the size and position of the spaces to be managed via the ADMANAGER, unless this is clearly intended.

4.4.4 In the case of League Central Marketing, STAIGE shall, upon request, give its consent to the ADMANAGER of all the clubs of the respective league being administered by a single entity, in particular ASSOCIATION.

4.5 PAYWALL

4.5.1 With the PAYWALL, the CLUB is given the opportunity to use its AUDIOVISUAL FOOTAGE commercially.

The Special Terms and Conditions PAYWALL shall apply if, when placing the order, CLUB has committed to STAIGE to generally publish its matches behind a PAYWALL in encrypted form or if CLUB has selected one or more matches via BACKSTAIGE for encrypted publication behind a PAYWALL.

4.5.2 STAIGE will collect fees from the end users for the decoding of the AUDIOVISUAL FOOTAGE published by CLUB behind PAYWALL. STAIGE shall provide proof of the number of paying end users and a statement of account and shall distribute the proceeds to CLUB after deducting its own costs and a service fee. The fee to be paid by the end user per match shall be determined by CLUB, the amount of the service fee shall be determined by STAIGE's price list valid at the time of the order or the activation of PAYWALL by CLUB (cf. 4.5.1).

4.5.3 By activating the PAYWALL for all, several or individual matches, CLUB at the same time instructs STAIGE to ensure that the CAMERA SYSTEM is active at the time of the selected match(es). If CLUB has not activated the CAMERA SYSTEM at least 15 minutes before the scheduled start of the match, STAIGE is hereby instructed to activate the CAMERA SYSTEM for CLUB. This is in the interest of both PARTIES in order to avoid any compensation obligations towards the paying end users in case of failure of the broadcast/recording. Should there be urgent reasons that speak against the broadcast/recording, CLUB shall expressly and immediately notify STAIGE thereof.

4.5.4 STAIGE shall activate the individual PAYWALL matches for end users to book as soon as CLUB has selected a match as a PAYWALL match.

CLUB undertakes not to deactivate the PAYWALL for the relevant match once it has been activated. CLUB further undertakes not to refrain from broadcasting the match from that point onwards. From the activation of CAMERA SYSTEM for the match concerned (at the latest after clause 4.5.3) until the official end of the match, CLUB also guarantees a permanent power and internet supply of sufficient strength and speed.

4.5.5 CLUB shall indemnify STAIGE against any claims by third parties, in particular by the paying end users, resulting from the fact that CLUB had initially set the match as a PAYWALL match and then nevertheless broadcasted it unencrypted and free of charge or not at all or from the fact that the technical requirements for the interference-free broadcast of the match

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were not created and/or maintained by CLUB.

CLUB shall also compensate STAIGE for any damage resulting from such an event, including loss of profit.

4.5.6 Insofar as CLUB has undertaken vis-à-vis STAIGE to publish all of its matches behind a PAYWALL in encrypted form, the point in time pursuant to clause 4.5.4 shall be replaced by the point in time of the conclusion of such undertaking.

4.6 COACHING TOOL (Staige Coach)

4.6.1 The COACHING TOOL enables the CLUB to use the AUDIOVISUAL FOOTAGE of the CLUB (and of other clubs, if approved by them) to create its own compilations, edit them with graphic tools and add text and audio commentary. The result of the use of the COACHING TOOL is stored under a link and can be forwarded in this form by the CLUB to third parties selected by it.

4.6.2 The COACHING TOOL is SOFTWARE within the meaning of clause 3.8.

4.6.3 Unless otherwise agreed between the PARTIES, the fee for the non-exclusive right of use of the CLUB to COACHING TOOL is based on the price list valid at the time of the respective order and may be included in package prices.

4.6.4 The right of use pursuant to section 3.6 is limited to the number of users booked. Unless another number of users for COACHING TOOL is specified in the order process or in an individual agreement (booking or subsequent booking), the CLUB shall be entitled to use COACHING TOOL for four users. The CLUB shall inform STAIGE of the user data of the users nominated by it. Users shall receive personal access data for COACHING TOOL. The user or the CLUB may assign the access data of COACHING TOOL to another user in case a user leaves the CLUB or his function in the CLUB. The new user shall change the access data accordingly in order to prevent further access by the replaced user. Furthermore, neither the user nor the CLUB may make the access data to COACHING TOOL available to a third party.

4.6.5 The CLUB is responsible for the creation, use, distribution and publication of

all works that he or the users designated by him create from the AUDIOVISUAL FOOTAGE with the help of the COACHING TOOL. In particular, it is incumbent upon him/her/it to obtain all necessary consents from persons concerned (e.g. players).

5. TRANSFER OF RIGHTS FROM THE CLUB TO STAIGE

5.1 With the publication of content, in particular AUDIOVISUAL FOOTAGE, on STAIGE TV, whether as a live stream or for later retrieval (on-demand) or in any other form made possible by STAIGE TV, the CLUB grants STAIGE the USAGE and EXPLOITATION RIGHTS in respect of such published content. STAIGE shall receive the EXPLOITATION RIGHTS free of charge and unlimited in terms of space, time and content, but NON-EXCLUSIVELY. STAIGE shall be entitled to grant sub-licences to third parties for the use and/or exploitation of the AUDIOVISUAL FOOTAGE.

5.2 CLUB guarantees that it is authorised to transfer the EXPLOITATION RIGHTS and that it has all the necessary rights, consents, and authorisations to do so. Insofar as EXPLOITATION RIGHTS in content, in particular AUDIOVISUAL FOOTAGE, arise directly for third parties commissioned by CLUB in accordance with statutory provisions, CLUB shall ensure, prior to publication of the content on STAIGE TV, that it is granted the necessary authorisations by such third parties in order to be able to transfer the EXPLOITATION RIGHTS to STAIGE.

5.3 The granting of rights also includes the exploitation and marketing with technologies that will only arise in the future (currently unknown types of use).

5.4 In addition to the EXPLOITATION RIGHTS granted, the CLUB grants STAIGE the following other rights of use:

AUDIOVISUAL FOOTAGE or excerpts thereof in all media (e.g. social media and virtual ads) via all distribution channels including print media;

➤ Exploitation of AUDIOVISUAL FOOTAGE (clean or edited) in any form, including the production of so-called stills for print products and their distribution;

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➤ all existing or still emerging industrial property rights of CLUB (e.g. trademark rights and other rights to names and logos) for the marketing of the AUDIOVISUAL FOOTAGE by STAIGE including self-marketing.

➤ the right of STAIGE and/or third parties authorised by STAIGE to integrate logos or other means and forms into the AUDIOVISUAL FOOTAGE and/or platforms, including the right to integrate logos and/or advertising into the AUDIOVISUAL FOOTAGE by means of virtual cross-fading and/or insertion in the respective legally permissible form (including association law regulations) ("Virtual Advertising"). STAIGE shall be responsible for compliance with broadcasting law requirements (e.g. for the appropriate labelling in the case of an advertising broadcast and the integration of corresponding notices in the AUDIOVISUAL FOOTAGE);

5.5 STAIGE shall be entitled to use and market EXPLOITATION RIGHTS and other rights pursuant to clause 5.4 in its own name and for its own account comprehensively, spatially, temporally and in terms of content without limitation and may also grant these rights in whole or in part to third parties for use and the right to further transfer and sublicense.

5.6 STAIGE hereby accepts the transfer of rights. Any termination of this Agreement shall not affect the transfer of rights.

5.7 There is no obligation to use and market EXPLOITATION RIGHTS and other miscellaneous rights listed under clause 5.4.

6. TERM, TERMINATION AND CONTINUATION

6.1 Unless expressly agreed otherwise, the User Agreement, in particular the right to use the respective booked SERVICE and, in the case of section 2.3, the CAMERA SYSTEM, and the regular fee obligations of the CLUB shall have a fixed term of 3 years (36 months) from the date of activation of the SERVICES for the CLUB by STAIGE.

6.2 The right of use shall be extended by one year in each case if it is not terminated in text form by one PARTY to the other PARTY at least three months before the expiry of the term. The current price list at the time of

automatic renewal shall apply to renewal periods. Beyond this, ordinary termination is excluded. The right to extraordinary termination for good cause remains unaffected. The termination must be in text form.

6.3 STAIGE shall continue to have the right to use, or cause to be used, all AUDIOVISUAL FOOTAGE produced under and in connection with this Agreement to the extent granted by this Agreement.

6.4 The provisions in clause 9 (3 years) and clause 5 shall continue to apply after termination of the Agreement. With regard to Clause 5, this shall only apply to the AUDIOVISUAL FOOTAGE already produced.

7. FEES AND COSTS

7.1 For the booked SERVICES of STAIGE and the use (or in case of purchase) of the CAMERA SYSTEM, CLUB shall pay a fee according to the payment model chosen at the time of the order (e.g. one-off, annual, monthly payment) in accordance with the price list (including any package prices) current at the time of the order. CLUB shall additionally bear the shipping costs incurred, unless STAIGE has expressly granted "free shipping" or "shipping costs included".

7.2 No payment shall become due from CLUB if and to the extent that a third party undertakes vis-à-vis STAIGE to make payment on CLUB's behalf.

7.3 In addition, the costs arising from commissioning, operation, security and maintenance shall be borne by the CLUB itself (clause 2 above). Any services provided by STAIGE in this respect shall be commissioned separately by the CLUB and invoiced separately by STAIGE.

7.4 STAIGE shall issue a proper invoice for all payments to be made. The due date of the payments shall be determined by the date stated in the invoice. As a general rule, payments shall be made in advance for the respective period covered by the Agreement (one-off, year, month).

7.5 All payments to be made under this User Agreement are subject to the applicable statutory value added tax.

7.6 The payments agreed under this clause 7 as well as the respective performances of the

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PARTIES shall fully compensate all performances of the respective other party including the transfer of rights according to clause 5 above.

8. LIABILITY AND WARRANTY

8.1 The warranty rights of the CLUB shall be governed by the provisions provided by law for the respective subject matter of the Agreement, unless otherwise stipulated below.

8.2 STAIGE shall only be liable to pay damages to the CLUB in the event of gross negligence or intent. This limitation of liability shall not apply to claims for damages arising from the Product Liability Act, for damages due to injury to life, body or health and for damages due to the breach of essential contractual obligations (cardinal obligations). An essential contractual obligation in the aforementioned sense is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place, the breach of which jeopardises the achievement of the purpose of the contract and compliance with which CLUB may regularly rely on. Compensation for damages due to the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract (including lost profits and missed savings), unless another of the cases listed in sentence 2 of this paragraph applies at the same time.

8.3 In all other respects, STAIGE's liability shall be excluded.

8.4 CLUB shall be obliged to notify STAIGE of any damage in writing without delay (e-mail shall suffice) so that STAIGE is informed in good time and, if necessary, can work with CLUB to mitigate the damage. Any breach of this duty to inform may lead to a reduction or exclusion of the claim for damages.

8.5 Liability and warranty obligations of the CLUB arise from the statutory provisions and the special provisions on responsibilities of the CLUB within the framework of these General Terms and Conditions.

9. CONFIDENTIALITY

PARTIES undertake to maintain confidentiality vis-à-vis third parties about all business and operational matters of

which they become aware in the course of their cooperation under this User Agreement. This applies irrespective of whether the matter in question has been expressly marked as confidential or not. The obligation of confidentiality shall continue to apply for three (3) years after the end of the term of the User Agreement. However, it shall not apply to such information which is already known to the general public without any unlawful action or omission on the part of the other PARTY or which a PARTY is obliged to disclose to authorities or other third parties on the basis of statutory provisions.

10. PRESS RELEASE/PUBLICATION

Without prejudice to clause 9, the PARTIES may issue a joint press release on the cooperation, to be agreed in advance between the PARTIES in writing (e-mail is sufficient), with or soon after the signing of this Agreement.

11. COMBATING BETTING FRAUD

The PARTIES are committed to the fight against betting fraud and therefore undertake, jointly and individually, to take all measures to effectively combat the risk of betting fraud. In particular, the PARTIES undertake to counteract the risk of delayed, but apparently real-time, video/sound recordings of the SPORTS EVENTS - on the part of STAIGE, as far as this is possible with the technology used.

12. ASSIGNMENT

STAIGE shall be entitled to transfer and/or assign its rights under this USER Agreement to companies affiliated with STAIGE within the meaning of §§ 13 et seq. AktG (German Stock Corporation Act).

13. GENERAL PROVISIONS

13.1 The PARTIES undertake to immediately communicate to each other all notices and information necessary for the performance of this User Agreement, to the extent legally permissible.

The contact person for notifications on the part of STAIGE is:

Name: The STAIGE team

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E-mail: kontakt@staige.com
Tel. no.: 0201-246851-777 or the respective known contact person.

The contact person for notifications on the part of the CLUB is the person specified as the contact person by the CLUB within the scope of the REQUEST for the conclusion of a User Agreement.

13.2 Amendments or supplements to the User Agreement must be made in writing. This shall also apply with regard to the waiver of the written form requirement. There shall be no verbal collateral agreements.

13.3 The language of the contract and thus the language for all supplements or amendments to the contract as well as notices and declarations under this contract is English.

13.4 Should any provision of the contract be void, ineffective or voidable, this shall not affect the overall validity of the contract. Should individual clauses of the contract be void, ineffective or unenforceable, such a clause shall be deemed to have been agreed which permissibly comes closest to what the parties to the contract would have agreed if they had known of the voidness, unenforceability, voidability or ineffectiveness of the provision at the time of conclusion of the contract. The same shall apply if this contract should contain a contractual gap, for its filling.

13.5 The contract shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods.

13.6 The exclusive place of jurisdiction and performance of this User Agreement is Essen, Germany.

14. DEFINITIONS (alphabetical)

In this User Agreement, the following definitions shall apply:

"ACCESSIBILITY" ("On Demand Right"/"VOD"), i.e. the right to make AUDIOVISUAL FOOTAGE available to members of the public by wire and/or wireless means using any transmission technology, including any bandwidth,

resolution standard, regardless of the compression method and/or data rate, with or without (intermediate) storage, via all services, encrypted or unencrypted, in whole or in part, on demand or by subscription, against payment or free of charge, in such a way that the production is accessible to them from places and at times of their choice.

"ADMANAGER" ("Advertising Management") is a SERVICE which enables CLUB to provide advertising space in connection with its AUDIOVISUAL FOOTAGE with (advertising) content selected by itself. ADMANAGER is part of STAIGE PLUS and accessible via BACKSTAIGE.

ANNEX 1 and ANNEX 2 are schematic drawings and/or other instructional documents provided by STAIGE to the CLUB for the proper installation or commissioning of the CAMERA SYSTEM at or after the conclusion of the contract.

"ARCHIVING RIGHT" means the right to archive the AUDIOVISUAL FOOTAGE in whole and/or in part and/or image and/or sound components and/or other elements of the production in any technical form, to place them in collections and databases, to store them in a retrievable form and to use them in accordance with the transferred rights.

"ASSOCIATION" means the national association of which the CLUB is a member and in whose competitions the CLUB participates.

"AUDIOCOMMENTARY" is a SERVICE that allows the CLUB to create, send and save its own commentary on AUDIOVISUAL FOOTAGE. AUDIOCOMMENTARY is part of STAIGE PLUS and accessible via BACKSTAIGE for activation.

"AUDIOVISUAL FOOTAGE" are recordings of moving images with sound at a SPORT EVENT of the CLUB produced by the CAMERA SYSTEM.

"BACKSTAIGE" is the user portal through which the CLUB can independently manage its CAMERA SYSTEM and its AUDIOVISUAL FOOTAGE as described in more detail in the USER MANUAL (recording schedule) and activate or deactivate other SERVICES. BACKSTAIGE can be reached at <https://backstaige.com/>. STAIGE may change this address at any time by notifying the CLUB.

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"BRACKET EVALUATION" means the right to exploit and use the AUDIOVISUAL FOOTAGE and/or their image and/or sound components in excerpts, unedited or edited, in accordance with the transferred rights.

"BROADCASTING RIGHT" means the right to broadcast AUDIOVISUAL FOOTAGE by radio, such as sound and television broadcasting, cable broadcasting and/or similar technical means (e.g. electronic waves, optical signals, etc.) by means of analogue, digital or other transmission technology to the public, including all bandwidths, resolution standards, regardless of the compression method and/or data rate, via broadcasting, telecommunications and/or other services, encrypted or unencrypted, in whole and/or in part. This applies to an unlimited number of broadcasts and to all technical means, in particular terrestrial broadcasting systems, cable systems as well as satellite systems. The broadcasting right includes the possibility of multiplexing, i.e. the bundling of broadcast signals on transmission channels as well as addressed transmission, in particular via TCP/IP-based transmission systems or services. The broadcasting right is granted irrespective of the financing method of the broadcaster (commercial, non-commercial) and/or the structure of the legal relationship between broadcaster and receiver (with or without payment of a fee for the reception of the broadcaster, a programme package or an individual programme).

"CAMERA SYSTEM" means the stationary or mobile camera specified by the CLUB in the REQUEST. A CAMERA SYSTEM may also be designated by STAIGE with product designations such as "K2", "K2M", etc.

"CLUB" shall mean the club specified in the order for the CAMERA SYSTEM and the REQUEST for the conclusion of a User Agreement, which shall become a contractual partner of STAIGE. The CLUB may also be a match operations company or other sports company. The conclusion of contracts with consumers (natural persons who are not acting within the scope of their commercial or independent professional activity) shall be excluded.

"COACHING TOOL" (also "Staige Coach"), is a SERVICE for editing (including "tagging",

marking) AUDIOVISUAL FOOTAGE for sports analysis.

"CONNECTIVITY" means data transmission between the CAMERA SYSTEM and STAIGE's SERVICES without additional internet connection and/or installations by obtaining and/or providing and/or installing and/or activating a SIM card of a third-party provider for data transmission via mobile radio (in particular LTE) in the network of the (or another) third-party provider. CONNECTIVITY is subject to deployment under suitable geographical and technical conditions and may be subject to further restrictions beyond STAIGE's control.

"CONTROL TOOL" is the artificial intelligence that replaces the cameraman.

"EDITING RIGHT" means the right to shorten, divide, rearrange, supplement the AUDIOVISUAL FOOTAGE or the image and/or sound components and/or other elements in accordance with the transferred rights, as well as to insert advertising/sponsoring (including betting providers, betting brokers or comparable organisations) and/or other image and/or sound materials, also intermittently or simultaneously, to combine the production in whole and/or in part with other image or sound materials and to exploit the editing in accordance with the transferred rights. This includes interactive uses.

"EXPLOITATION RIGHTS" include the BROADCASTING RIGHT, the RIGHT OF ACCESSIBILITY, the RIGHT OF REPRODUCTION AND DISTRIBUTION, the EDITING RIGHT, the right of BRACKET EVALUATION, the ARCHIVING RIGHT regarding the AUDIOVISUAL FOOTAGE and the right of advertising for and with the AUDIOVISUAL FOOTAGE. Also included is the right to collect match data of any form (master data, match information data, match event data, position data) from the AUDIOVISUAL FOOTAGE and to place it in a database and to make it accessible against payment. Furthermore, the right granted to STAIGE to broadcast the offer(s) on the basis of this Agreement live as a PAY-PER-VIEW via STAIGE TV for end users.

"PAY EXPLOITATION" means an exploitation in which the offer in question is offered to the end users against payment and is made accessible to the end users only against

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payment of the required fee. In addition to the obligation to pay, a pay exploitation also requires that the transmission is encrypted, i.e. that the reception/retrieval of the offer in question provides for a technical access restriction (access control device) and that the end user can only receive/retrieve the offers after activation/registration in connection with the conclusion of a legally binding contract for the payment of the required fee.

"PAY-PER-VIEW" means a PAY EXPLOITATION where end users are offered access to an offer for one match only at a time and made available upon payment of the relevant fee.

"PAYWALL" means the SERVICE through which the CLUB may make its content available to PAY EXPLOITATION. PAYWALL is part of STAIGE PLUS and can be activated by the CLUB via BACKSTAIGE.

"REQUEST" for the conclusion of a user agreement is the contractual offer of an ASSOCIATION to STAIGE, specifying the desired CAMERA SYSTEM and the desired SERVICES as well as the necessary association data. The APPLICATION can be made in the traditional manner on paper or in the STAIGE online shop.

"RIGHT OF REPRODUCTION AND DISTRIBUTION" means the right to reproduce and/or distribute the AUDIOVISUAL FOOTAGE in whole and/or in part and/or any visual and/or audio components and/or other elements of the production in any manner in accordance with the transferred rights. Included is the right to reproduce and/or distribute in the form of individual images;

"SERVICES" shall include all components of STAIGE's services other than the Hardware. SERVICES are services that are provided by means of SOFTWARE, websites, platforms, apps, tools as well as any necessary, also analogue and manual substitute actions of STAIGE's employees.

"SOFTWARE" means SERVICES identified as SOFTWARE in the Service-Specific Special Terms and Conditions to which Clauses 3.8 and 3.9 generally apply.

"SPORTS EVENTS" means matches (or other competitions) and training sessions involving

teams or athletes of the CLUB or on the CLUB's SPORTS FACILITY.

"SPORTS FACILITY" shall mean the sports facility of the CLUB specified by the CLUB within the scope of the REQUEST for the conclusion of a User Agreement or the sports facility at which a stationary CAMERA SYSTEM is installed for the first time for permanent use. In the case of a mobile CAMERA SYSTEM, the SPORTS FACILITY shall also be any other sports venue at which an official team of the CLUB competes.

"STAIGE" is a legally protected trademark of STAIGE.

"STAIGE PLAYER" is a code module provided by STAIGE which enables CLUB to embed the AUDIOVISUAL FOOTAGE, in a form defined by STAIGE, inter alia on CLUB's website (so-called player embedding).

"STAIGE PLUS" is a package of optional SERVICES for monetising the CAMERA SYSTEM or AUDIOVISUAL FOOTAGE. STAIGE PLUS includes in particular the ADMANAGER and the PAYWALL.

"STAIGE TV" is the platform accessible to the end user via the Internet on which the AUDIOVISUAL FOOTAGE is published live or on demand, free or behind the PAYWALL, in accordance with the settings and registrations of the CLUB via BACKSTAIGE. STAIGE TV can be reached via <https://staige.tv/>. STAIGE may change this address at any time by notifying the CLUB.

"USER MANUAL" means the explanatory and instructional document provided to the CLUB by STAIGE at the time of or after the conclusion of the contract, in which the procedures, functions and setting options etc. of the CAMERA SYSTEM and the SOFTWARE are comprehensively described and explained. In the event that a USER MANUAL is not available or cannot be made available at the time of the conclusion of the Agreement or thereafter, STAIGE shall provide all information on functions and usage and setting options of its SERVICES on an individual basis upon request by the CLUB.

Status 01.06.2024

GUIDE FOR THE CAMERA SYSTEM

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Some things must be observed before installation, during operation and when storing the camera system.

BEFORE INSTALLATION

1. Please check with your teams and your members to make sure that everyone agrees to the installation of the system.
2. Talk to your contact person at the city or municipality. Staige will support you wherever possible, but you know the person in charge best. In principle, your club has the right (domiciliary right) to organize and carry out match operations, including regular video broadcasts. However, we advise you to always communicate with the responsible contact person in advance in order to reach agreement on all matters in advance.
3. Have a licensed electrician connect the 230-volt cable (junction box; see Figure 1 page 16). It is not necessary to hire a company, it can also be done by a competent person (this is really important!) from the club - as long as they do it properly. You then connect the camera system to the junction box.
4. Inform your members, guest teams, referees and visitors about the future filming. If spectators do not wish to be filmed, they can stay behind the camera. If players or referees do not wish to be filmed, they can object to the recording (see below).

DURING OPERATION

1. If, exceptionally, players/referees do not wish to be filmed, you can and should suspend the recordings.
2. All persons under the age of 16 deserve special protection. The consent of both parents is therefore required. Exceptionally, a player under the age of 16 is taking part in a game? Obtain the consent of both parents.
3. Embed the videos on your website! Each club has a widget that you can easily integrate.
4. Share the videos! Each game can be easily shared via Facebook, WhatsApp or e-mail. Like our page to see highlight videos.
5. We offer a commentator function: Choose 3 members to comment on your games.
6. The processes, functions and setting options etc. of Staige's hardware and services are comprehensively described and explained in the user manual. If a user manual is not available at the time of the conclusion of the contract, Staige will provide all information on functions and usage and setting options of its services individually upon request by the association. Services that are temporarily unavailable will be

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replaced as far as possible by analog and manual substitute actions by Staige employees.

7. Get involved: We are happy to include video content from you on our platform. Interviews with coaches, players, managers etc. or impressions from the dressing room - everything is welcome.

STORAGE/STORAGE

1. When storing the camera system, take suitable measures to protect it from damage or impairment of its functionality.
2. In particular, ensure that the camera system does not become too saturated with humidity in order to avoid moisture-related defects and/or fogging. Observe the following conditions in particular:
 - Ensure that the camera system is stored in a very dry and ideally cool environment.
 - Ideally, the relative humidity should be 0 %. A relative humidity of 40 % must not be exceeded.
 - Ideally, the temperature should be around 10 °C. A temperature of 25 °C should not be exceeded.
 - Ensures a permanent power supply for the camera system.

You can find our current privacy policy at the following link:

<https://staige.com/datenschutzerklaerung/>

If you still have any questions, please call us on 0201-246851-777 or send us an e-mail to info@staige.com

Your team from Staige

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DESCRIPTION OF THE CAMERA SYSTEM

Our Staige hardware consists of six cameras whose images are combined to create a 180-degree panorama. The software is able to automatically follow the action and recognize the highlights. The fully automatic Staige camera guarantees the best images, whether in bad weather or sunshine, in the afternoon or under floodlights.

PREREQUISITE CAMERA SYSTEM

The camera system needs to be attached:

- a) a floodlight mast at the height of the center line,
- b) a grandstand or
- c) a building, fence or similar.

The club must lay professionally installed electricity up to 4 m from the camera. See instructions below.

The camera system switches on automatically at the start of the game and switches off again automatically afterwards.



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INSTALLATION INSTRUCTIONS FOR THE CAMERA SYSTEM

PREPARATION

Technical inspection (upload measurement, sun path and determination of the relevant mast/stand) is carried out by **Staige**.

Step 1 - Installation

- Association provides 230V power supply, 3-pole (L, N, PE)
- External on the mast (height approx. 3.50 m)
- Protected by junction box and Waago terminals
- The cores of the 230V supply cable must have a cross-section of at least **1.5mm²**.

The power supply must be designed as a fixed installation and remain **permanently** switched on.

The cable route on the floodlight mast must be made of **armored steel conduit**.

The following sketches are for illustrative purposes.

The necessary installation material for the 230V supply is provided by the association.

It is assumed that the power connection has been installed and protected in accordance with the recognized rules of technology (residual current circuit breaker, line protection, earthing, overvoltage protection) and has been carried out by a specialist.

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Step 2 - Installation

In the second step, club or Staige installs the camera including the power supply from the previously installed transfer point (junction box).

Figure 1: Installation sketch of the camera system

