

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND WAIVER OF JURY TRIAL. PLEASE READ IT CAREFULLY BEFORE AGREEING.**

**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (“GTC”) define the basic terms and conditions between: (a) Sense Arena LLC, a Massachusetts limited liability company with a registered office at 11 Cabot Rd, Woburn, MA 01801, United States (the “Provider”); and (b) the Customer (as defined below); related to the purchase, access to, and use of the Service (as defined below).

The following documents and annexes shall form an integral part of these GTC, and are incorporated herein by reference:

- The Contract (as defined herein);
- Privacy Policy – [www.sensearena.com/privacy-policy](http://www.sensearena.com/privacy-policy)
- Annex No. 1 – Scope of Basic Support and Support+.

**I. Definitions**

The terms below shall be understood as follows in these GTC:

“Basic Support” – program maintenance and support for the Service of the Provider under Article VIII of these GTC.

“Cloud Platform” – Product cloud platform at cp.sensearena.com collecting and presenting training statistics and result to User

“Contract” – the contract made between the Provider and the Customer in accordance with these GTC in the matter of the License, the purchase of the Hardware or parts thereof, the payment of Fees in one lump sum or in installment payments, the provision of the Basic Support service and the provision of the Support+ service (if applicable), the Installation and Training, or any other matters related to the Service; the Contract may take the form of an agreement separate from these GTC, and if applicable, such agreement is incorporate herein by reference.

“Customer” – the entity or individual that is purchasing the Service as part of its own business or its own operational needs, and which is a Party to the Contract.

“Database” – data of the Customer or Users stored in the structure of the Provider’s Product.

“Fee” – the payment or payments of the Customer to the Provider for the performance under the Contract in one lump sum or in installment payments, in particular, but not limited to, the fee for the License, the fee to access the Service, the purchase price of the Hardware, and/or the fees for Support+, Installation, Training and Transport costs.

“Hardware” – means hardware sold by the Provider.

“Installation” – means the installation of the Hardware at a place designated by the Customer under the terms stipulated in these GTC below.

“License” – a non-exclusive license for the Product under Article IV of these GTC.

“Offer” – a written offer from the Provider to the Customer specifying the Service and the Fee.

“Order” – order of the Customer under Article II of these GTC.

“Parties” – the Provider and the Customer.

“Price List” – the range of products and services of the Provider with the current prices, available at [www.sensearena.com](http://www.sensearena.com) and connected websites, as may be updated by the Provider from time to time; in the event that the Contract describes prices different from the Price List, the Contract shall take precedence.

“Product” – software product called Sense Arena Training Platform (SATP) constituting a set of training programs, run in a software application that is accessible via the Hardware.

“Provider’s Website” – the website at [www.sensearena.com](http://www.sensearena.com) and connected websites operated by the Provider.

“Service” – includes the Product, the Hardware, the Cloud Platform and all other computing applications, data, information, tools, updates and similar materials delivered or provided by Provider.

“Support+” – optional above-standard service beyond the scope of the Basic Support, as defined in more detail in Article VIII of these GTC, charged according to the Price List.

“Terms and Conditions” – these GTC.

“Training” – the introductory familiarization of the Customer with the use of the Service by the Customer under the terms stipulated in these GTC below, charged according to the Price List.

“Transport” – transport of the Hardware or its individual parts to the Customer and/or the transport of the Provider’s representatives for the purposes of the Installation, Training and other interventions at the Customer’s designated location under the terms stipulated in these GTC, charged according to the Price List.

“User” – an individual who is the end user of the Product and the Hardware as part of the Customer’s activities.

“User Manual” – the user’s manual or other user documentation made available by the Provider to Customers and/or Users.

## **II. Ordering and Contract Execution Process**

2.1 The Customer must place all orders through the order form available at [www.sensearena.com](http://www.sensearena.com) and connected websites (the “Order”).

In the Order, the Customer must fill in the required data and specify the service(s) and products requested from the Provider.

2.2 By placing the Order, the Customer confirms that: it has read and understood these GTC and agrees to be bound by the terms and conditions of the GTC during the term of its business relations with the Provider.

2.3 The Provider may ask the Customer to clarify or supplement the Order, and may propose changes to the Order.

2.4 The Provider is not obliged to accept any Order. In the event the Provider does not respond to the Order within two (2) business days of the receipt thereof, it shall be understood that the Provider did not accept the Order and the Contract has not been created.

2.5 The Order, and the Contract under these GTC, shall be deemed accepted and fully executed upon the acceptance of the Order by the Provider in the form of its confirmation by written e-mail to the Customer's e-mail address listed in the Order.

2.6 In the event the Provider submitted to the Customer an Offer, the Contract shall also be deemed accepted and fully executed upon an unconditional acceptance of that Offer by the Customer, which the Customer confirms by signing the Offer. All Offers are subject to the terms and conditions of these GTC, and acceptance of any Offer shall also mean the acceptance of these GTC, as amended, unless the Offer stipulates otherwise.

The Parties acknowledge and agree that acceptance of an Offer may be given by e-mail. Any Offer acceptance that includes reservations, changes, additional conditions or references to other terms and conditions shall be deemed to constitute a draft Contract by the Customer, which the Provider is not obliged to accept.

### **III. General Provisions on the Delivery of the Hardware**

3.1 The delivery of the Hardware shall be completed, according to the availability of the Hardware and the operational capacities of the Provider, as soon as possible, generally within ten (10) days after purchase of the Hardware, but in the case of more extensive deliveries generally within four (4) weeks.

3.2 The (i) location of delivery and (ii) expected date of delivery shall be listed in the Contract. In exceptional cases, the Provider is authorized to extend, without damages, the date of delivery; however, the Provider shall notify the Customer of that change without delay.

3.3 Unless the Contract stipulates otherwise, delivery does not include the Installation or the costs thereof, and the Customer shall bear the costs the Transport to the delivery location.

3.4 In the event the Provider does not carry out the Installation:

- Provider shall have fully performed when both of the following have occurred: (a) the delivery of the Hardware to the Customer to the registered office of the Provider or, where Transport is specified in the Contract, the delivery of the Hardware to the first domestic carrier; and (b) the sending of the key and password for the Product to the Customer by e-mail. No further occurrence shall then affect the full performance by Provider or give rise to any claim for damages.
- All risk of loss, damage or destruction of the Hardware shall pass to the Customer upon the delivery of the Hardware to the Customer at the registered office of the Provider or, where Transport is agreed upon in the Contract, the delivery of the Hardware to the first domestic carrier for the purpose of its transport to the Customer.

- If the Customer fails to take possession of the Hardware for reasons on the part of the Customer (e.g. the person designated by the Customer is not present despite a previously agreed date), the Customer shall bear all costs associated with a repeated delivery.
- Upon delivery, the Customer shall take possession of the Hardware and immediately check that the quantity and type of the Hardware conforms with the Contract, and delivery note or issue slip. Thereafter, the Customer shall immediately report to the Provider and, if applicable the carrier, any damage to the Hardware or transport packaging.
- If the Customer finds any conflict with the Contract, delivery note or issue slip, or any damage to the Hardware or packaging, the Customer shall immediately notify the Provider and, if applicable the carrier, and detail the conflict or damage.
- The Customer shall carry out the Installation itself, including pairing the License and the Hardware, according to the User's Manual provided by the Provider, which may be provided via by e-mail.

3.5 The Installation shall include:

- Installing the Hardware
- Installing sensors at the places designated by the Customer
- Configuring the software settings of the Product
- Test launch of the Service and its "seasoning" over one (1) hour

3.6 In the event the Provider carries out the Installation:

- The Installation shall take place at the registered office of the Customer or other location designated in the Contract.
- All risk of loss, damage or destruction of the Hardware shall pass to the Customer upon the delivery of the Hardware to the Customer at the registered office of the Provider or, where Transport is agreed upon in the Contract, the delivery of the Hardware to the first domestic carrier for the purpose of its transport to the Customer.
- In the case that delivery and/or Installation is not possible for reasons on the part of the Customer (e.g. the person designated by the Customer is not present despite a previously agreed date, the location for Installation is not properly prepared), the Customer shall bear all costs associated with a repeated delivery and/or Installation.
- Upon delivery, the Customer shall take possession of the Hardware and immediately check that the quantity and type of the Hardware conforms with the Contract, and delivery note or issue slip. Thereafter, the Customer shall immediately report to the Provider and, if applicable the carrier, any damage to the Hardware or transport packaging.
- If the Customer finds any conflict with the Contract, delivery note or issue slip, or any damage to the Hardware or packaging, the Customer shall immediately notify the Provider and, if applicable the carrier, and detail the conflict or damage.
- The Customer shall permit the persons designated by the Provider to access the premises where the Hardware is to be installed, and shall prepare the proposed location for Installation, including by providing access and assistance to Provider's representatives, providing internet and electricity connections for the Hardware, the knowledge of the network access passwords, and other conditions as described in Section 3.7 herein.
- If the Customer fails to provide the Provider with the necessary access and assistance, or fails to prepare the proposed location for a successful Installation, the Provider shall be entitled to charge to the Customer the costs associated with such attempted Installation and refuse to perform a subsequent Installation. In such a case, Provider's obligations with respect to the Installation shall be deemed complete as of the date when the Installation was attempted.

- Installations shall only be carried out during normal working hours, i.e. Monday - Friday from 9 A.M. to 5 P.M, local time at the proposed location of Installation. Where it is necessary to carry out the Installation outside these hours for operational reasons on the part of the Customer, the requested time must be stated in the Contract.
- Except as provided in Section 3.6, the Installation shall be deemed complete upon a demonstration that the relevant Product works correctly according to the provided documentation or other demonstration of the standard operating condition.
- The Parties shall draft up a receipt for, or other proof of, Installation upon such Installation; any refusal of the Customer to sign such document shall not affect Installation completion.

3.7 The Provider acknowledges the necessity of existence of the following minimum standards of the environment for the Installation and use of the Product:

- Room with minimum dimensions of 13 x 13 ft. (4 x 4 m) and maximum dimensions of 23 x 26 ft. (7 x 8 m)
- The room must have an even floor, with a surface suitable for usage of the selected product, either hockey or tennis training.
- There may not be any sunshine in the room
- Electrical connection for the hardware and sensors
- Internet connection
- The room must not be overloaded with WiFi or Bluetooth signals
- The room temperatures must correspond to the standard temperatures of operating computing equipment
- Other standards and conditions as described in the User Manual, or other documentation made available to the Customer by the Provider.

#### **IV. Product License**

4.1 The Provider grants to the Customer the right to use the Product in the scope defined in this Article IV. of the GTC (the "License").

4.2 The Customer accepts the License from the Provider and undertakes to pay the Fee to the Provider for the provision of the License according to the Price List and these GTC.

4.3 The License is granted as a non-exclusive license for the term of the Contract.

4.4 The License is granted for the current version of the Product and, in the case of any Product upgrade, also for any future versions created during the term of the Contract.

4.5 The Customer is authorized to use the Product only through the standard hardware provided and only for the purpose of operation in a manner standard for the Product in the scope set out in the Contract and the GTC.

4.6 The Customer is not authorized to assign or transfer the right to use the Product or the License or to grant a sub-license to a third party without the prior written consent of the Provider.

4.7 The Customer is not authorized to change or modify either the Product or Hardware in any way, or to create derivative works using or incorporating either the Product or Hardware.

4.8. The Customer is not authorized to use the License for a commercial activity in case of limited user License.

## **V. Hardware Terms**

5.1 Properly installed and functioning Hardware is a prerequisite to the Product's functionality.

5.2 The Customer acquires title to the Hardware upon (i) in the case where the Fees are being paid in one lump sum, the payment of the full price of the Hardware to the Provider according to the invoice as issued by the Provider; or (ii) in the case that Customer is paying the Fees in installments, the payment in full of the first installment payment to the Provider according to the invoice as issued by the Provider.

5.3 The Customer shall familiarize itself with the User's Manual supplied together with the Hardware.

5.4 In the event the Parties have agreed that the Fees shall be paid in installments, the following shall apply:

- The Offer shall provide for the terms and conditions of the installment payments.
- During the term of the installment payments, if the Customer cancels the Contract, or the Provider cancels the Contract pursuant to Section 11.2, before Customer paying the balance of the Fees, the remaining balance of the Fees becomes due upon such cancellation.

## **VI. Training**

6.1 The Training is a service provided by the Provider to the Customer at the Customer's request and charged according to the Contract.

6.2 The date of the Training shall be agreed between the Parties; the Training lasts approximately five (5) hours and includes:

- Training the hardware operators for a maximum of two (2) hours
- Demonstration of controlling the Product user interface for a maximum of one (1) hour
- Training the operators of the Cloud Platform - user management and training plan management for a maximum of one (1) hour
- Training in resolving possible basic hardware and software issues in the Service - for a maximum of one (1) hour

6.3 At the request of either of the Parties, the Parties shall mutually confirm the completion of the Training in writing (by e-mail).

6.4 The Customer agrees to pay to the Provider the Fee for the Training and Transport to the Training under the Contract based on the invoice issued by the Provider upon the completion of the Training.

## **VII. Rules of Conduct; Disclaimers; Limitation on Liability; Indemnification**

7.1 The Customer is obliged to familiarize all Users with the risks of using the Product and the Hardware, including the risks listed in the documentation provided together with the Hardware. The Customer is obliged to ensure that the Service is made available only to duly advised Users.

The Customer and its Users are solely responsible for keeping user names and passwords, and any other information needed to login to the Service, if applicable, confidential and secure. The Provider is not responsible for any unauthorized access.

The Customer agrees that it will not do, and will not allow any its Users to do, any of the following:

- breach, through the Service, any agreements that the Customer has with any third parties;
- stalk, harass, injure, or harm another individual through the Service;
- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
- interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service by means of hacking or defacing;
- transmit to or make available in connection with the Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network of the Service or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in the Provider's sole discretion, an unreasonable or disproportionately large load on the Provider's infrastructure;
- harvest or collect the email address, contact information, or any other personal information of other users of the Service;
- use any means to crawl, scrape or collect content from the Service via automated or large group means;
- submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to the Provider;
- register for more than one Customer account; or
- impersonate any other person or business.

The Customer is not licensed to access any portion of the Service that is not public, and neither the Customer nor its Users may attempt to override any security measures in place on the Service.

The Provider reserves the right, in its sole discretion, to protect its users from violators and violations of these rules of conduct, including but not limited to restricting the Customer's or its Users' use of the Services, immediately terminating the Customer's or its Users' use of the Service, or terminating the Customer's or its Users' use of the Service by blocking certain IP addresses from accessing the Service. Notwithstanding the foregoing, the Provider's unlimited right to terminate access to the Service shall not be limited to violations of these rules of conduct.

7.2 EXCEPT WHERE NOT PERMITTED BY LAW, THE CUSTOMER AGREES AND ACKNOWLEDGES THAT THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND THE PROVIDER, AND ITS PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND IN AND TO THE SERVICE. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY THE CUSTOMER FROM THE PROVIDER SHALL CREATE ANY WARRANTY.

**USE OF THE SERVICE IS AT THE CUSTOMER'S SOLE RISK. THE PROVIDER DOES NOT WARRANT THAT THE CUSTOMER WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF ITS CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.**

7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL THE PROVIDER OR ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO THE CUSTOMER OR ANY USERS BASED ON OR RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE.

Notwithstanding the foregoing, in the event that a court shall find that the above disclaimers are not enforceable, then, to the maximum extent permissible by law, the Parties agree that neither the Provider nor any of its subsidiaries, affiliated companies, employees, members, shareholders, officers or directors shall be liable for (1) any damages in excess of the greater of (a) \$500.00 or (b) the amounts paid to, or by, the Customer through the Service within the last twelve months, or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to the Customer, a User or any third party from the Customer's or any User's use of the Service or any goods sold or provided by the Provider. This limitation shall apply regardless of the basis of the claim, whether other provisions of this Agreement have been breached, or whether or not the limited remedies provided herein fail of their essential purpose.

This limitation shall not apply to any damage that the Provider causes intentionally and knowingly in violation of these GTC or applicable law that cannot be disclaimed in these GTC.

7.4 SOME STATES, INCLUDING NEW JERSEY, MAY NOT PERMIT CERTAIN DISCLAIMERS AND LIMITATIONS, AND ANY SUCH DISCLAIMERS OR LIMITATIONS ARE VOID WHERE PROHIBITED.

7.5 The Customer agrees to defend, indemnify and hold the Provider and its affiliates, suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) the Customer's or its User's use of the Service, (b) the Customer's violation of this Agreement, and (c) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of the Service.

### **VIII. Basic Support and Support+**

8.1 The Basic Support and Support+ services are services offered by the Provider to the Customer in addition to the Service, and any purchase and performance of such services may require the payment of additional Fees by the Customer.

8.2 The Customer acknowledges that the Product's functionality is conditional upon the arrangement of the Basic Support.

8.3 The scope of the Basic Support is provided in Annex No. 2 to these GTC. The Basic Support does not include the removal of errors caused by incorrect operation. The Basic Support does not include the Installation.

8.4 The scope of Support+ is provided in Annex No. 2 to these GTC. As part of the Support+ service, the Customer may use the help/assistance function up to twenty-four (24) incidents per year, per Kiosk/Case. In the case of a higher number of incidents, the Provider shall be entitled to charge an hourly rate according to the valid Price List - the relevant rate for above-the-limit incidents.



8.5 Requests for the Basic Support and Support+ shall be sent by e-mail to support@sensearena.com. In the request, the Customer shall state its contact e-mail address and phone number and specify the request as accurately as possible. In the event of the arrangement of the Support+ service, the Customer is entitled to use the Hot Line to communicate the request.

8.6 The Provider provides the Basic Support free of charge throughout the term of the License.

8.7 Support+ is charged according to the Price List and its price is payable on a monthly basis together with the License Fee.

8.8 In the event that the payment of any Fee due from the Customer hereunder is overdue, the Provider shall be entitled to interrupt the provision of the Basic Support or Support+ services.

8.9 For the avoidance of doubt, the Basic Support or Support+ does not include any support related to the administration of the Customer's system environment or IT infrastructure (especially the stations, network, other devices and components etc.), or any software administration (especially the operating system, servers, antivirus program, drivers etc.) on behalf of the Customer.

8.10 The Customer shall provide the Provider with timely and free assistance necessary for the provision of the Basic Support or Support+ services, including remote access to the hardware. If the Customer fails to do so, then the Provider shall be entitled to suspend the provision of these services, without prejudice to the Customer's obligation to pay any Fees that are due or become due.

## **IX. Fee**

9.1 Unless the Contract states otherwise, the Customer shall pay the Provider for the provision of the License to the Product, the Provider's Hardware and the provision of the Support+ service under the Contract and these GTC, the applicable Fee calculated according to the Price List.

9.2 Unless the Contract states otherwise, all payments shall be made in U.S. Dollars.

9.3 The Fee for the License and the Support+ service shall be invoiced by the Provider to the Customer on a monthly basis within the first five (5) days of such month, for all such Fees incurred in the prior month, and shall be paid by the Customer by the fifteenth (15<sup>th</sup>) day of the month in which the invoice is issued. Fees for the License and the Support+ service for a period shorter than one (1) month (at the beginning of the Contract) shall be invoiced and shall be payable together with the Fee for the License and the Support+ service for the first full calendar month of the term of the Contract.

9.4 Unless paying in installments, the Fee for the Hardware, the Installation and Transport of the Hardware and Transport related to the Installation shall be payable in an advance payment in the amount of hundred percent (100%) of the Fee no later than seven (7) days before the delivery of the Hardware, or its Installation. If paying in installments, Fees for the Hardware shall be paid in accordance with the Contract.

9.5 Other Fees under these GTC shall be payable within fifteen (15) days of the shipment of the goods (e.g. additionally ordered hardware) or service provision (e.g. for Training).

9.6 In the event that the payment of any Fee due from the Customer hereunder is overdue, the Customer shall be obliged to pay to the Provider a service charge equal to 0.05% of the outstanding amount per day; this shall be without prejudice to the Provider's right to other damages, other remedies and other actions as set out in these GTC (e.g. interruption of the provision of the License, services, etc.).

9.7 Until the transfer of the title to the Hardware, any purported pledge of the Hardware, purported grant of a security interest or other purported encumbrance on the Hardware shall be null and void.

9.8 The Provider shall have the right, in the event of a failure of the Customer to fulfill its obligations set out in these GTC, to restrict, suspend, or terminate the Customer's or its Users' use of the Service, and suspend or terminate the Basic Support or Support+ services for any unpaid period, until the failure is cured. The Provider shall notify the Customer of its exercise of that right.

9.9 Any unilateral set-off of any receivable of the Customer against any receivable of the Provider under the Contract is prohibited.

9.10 The Provider may elect to send invoices to the Customer solely in electronic form, by e-mail to the Customer's address provided in the Contract.

## **X. Database**

10.1 The Product enables individual Users to personalize the use of the Product, and the performance of the individual Users in the use of the Product shall be recorded in the Database kept by the Provider as part of the Product.

10.2 The Customer is authorized to access the Database only through the Product and its tools. Any connection of the Database to another system shall be subject to the prior written consent of the Provider.

10.3 The Customer shall be responsible for obtaining the consent of the Users to the processing of their personal data by the Provider, and shall present each User with the Provider's end user agreement, privacy policy, or other agreements or policies as required by Provider.

## **XI. Term and Methods of Termination of the Contract**

11.1 The term of these GTC is indefinite.

11.2 The Provider may terminate these GTC if payment of any Fee due from the Customer hereunder is overdue by more than thirty (30) days from the due date of the invoice or if the Customer uses the Product in conflict with the Contract.

11.3 The Customer may terminate these GTC if the Provider fails to provide the Hardware or access to the Product to the Customer, under the terms of the Contract and these GTC, and the Provider fails to cure such failure within a period of fifteen (15) days of the date of the delivery to the Provider of a notice from the Customer of such failure. The Customer shall have no such right to terminate if the Provider's failure is a result of the Customer's failure to duly and timely pay any amounts due hereunder to the Provider.

11.4 The termination of these GTC shall not affect the transfer of the title to the Hardware, and shall not relieve the Customer from any payment obligations hereunder that have accrued as of the date of termination.

11.5 Unless the Contract states otherwise, either of the Parties may terminate the Contract upon one (1) month prior notice to the other Party. The Contract may include a minimum period (boundedness period) for which the Customer is not entitled to terminate the Contract; in such a case, the Customer shall be entitled to terminate the Contract only after the lapse of the boundedness period.

11.6 Either of the Parties may terminate the Support+ service upon one (1) month prior notice to the other Party. The Contract may include a minimum period (boundedness period) for which the Customer is not entitled to terminate the Support+ service; in such a case, the Customer shall be entitled to terminate the Support+ service only after the lapse of the boundedness period.

11.7 Upon the termination of these GTC, the Data Processing Agreement shall also terminate.

## **XII. Notice; Service**

12.1 Unless these GTC state otherwise, any letter, request, notification or other document shall be deemed delivered to the other Party if delivered to the address specified for the Party in the Contract or to any other address notified by the Party in writing to the other Party for the purpose of service of written notifications.

In the event of doubt, documents sent by registered mail shall be deemed delivered to the other Party on the third day after the date of dispatch.

12.2 The address of the Customer may be its e-mail address specified in the Contract; in such a case, the notification shall be deemed delivered at the moment of its receipt by the Customer's server.

## **XIII. Confidentiality and Data Collection**

13.1 The Parties consider the content of the Contract, including these GTC, as well as all circumstances of their mutual relationship and cooperation, unless these are circumstances or information commonly available in public information sources, to constitute confidential information, and undertake to maintain the confidentiality and do everything necessary to protect that confidential information and prevent its abuse.

13.2 The confidential information may be disclosed or communicated by one of the Parties to a third party only with the prior written consent of the other Party, except where the obligation to disclose the information arising from the Contract and these GTC to a third party ensues from the law or the final decision of a competent authority.

13.3 The Customer acknowledges and agrees that the Provider's Privacy Policy – [www.sensearena.com/privacy-policy](http://www.sensearena.com/privacy-policy) shall govern the collection and use of data obtained by the Provider through the Customer's and its Users' use of the Service.

## **XIV. Policies for Children**

14.1 The Service is not directed to individuals under the age of 13. In the event that the Provider discovers that a child under the age of 13 has provided personally identifiable information to it, the Provider will make efforts to delete the child's information if required by the Children's Online Privacy Protection Act. Please see the Federal Trade Commission's website for ([www.ftc.gov](http://www.ftc.gov)) for more information.

14.2 Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, the Provider hereby notifies the Customer that parental control protections are commercially available to assist in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. The Customer may wish to contact its internet service provider for more information.

## **XV. Miscellaneous**

15.1 **Arbitration.** Any claim or dispute arising out of or relating in any way to these GTC and the Contract will be resolved solely and exclusively by binding arbitration, rather than in court, except that either Party may assert claims in small claims court if such claims qualify. The Federal Arbitration Act and federal arbitration law apply to these GTC. To begin an arbitration proceeding, Customer must send a letter requesting arbitration and describing Customer's claim to the following address: Legal Department, Sense Arena LLC, 2740 Smallman Street, Suite 310, Pittsburgh, PA, 15222. Arbitration under this Agreement will be conducted by the American Arbitration Association (AAA) under its rules then in effect, shall be conducted in English, and shall be located in Allegheny County, Pennsylvania USA. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, both Parties agree that each have waived any right to a jury trial. Notwithstanding the foregoing, Customer agrees that Provider may bring suit in court to enjoin infringement or other misuse of intellectual property or other proprietary rights. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

15.2 **Governing Law.** These GTC and the Contract, as well as all related and resulting contractual relationships, shall be governed by the applicable laws of the Commonwealth of Pennsylvania, USA, and shall be used in any arbitration proceeding, with the exclusion of any conflict of laws' provisions.

15.3 **Venue.** To the extent that arbitration does not apply, any disputes that arise between the Parties shall be considered by the federal or state courts of Allegheny County, Pennsylvania USA. The Parties agree to exclusive jurisdiction and venue in Allegheny County, Pennsylvania USA. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN ALLEGHENY COUNTY, PENNSYLVANIA USA..

15.4 Any changes to the Contract require written form; written form shall be deemed to include the confirmation of any additional Order or Offer (such as for the Support+ services) and e-mails between the Parties.

15.5 **Severability.** The invalidity, ineffectiveness or unenforceability of any of the provisions of these GTC shall be without prejudice to the validity and effectiveness of the GTC as a whole. The Parties shall agree to replace any such invalid, ineffective or unenforceable provision with another provision that best fulfills the same business purposes as the invalid, ineffective or unenforceable provision.

15.6 In the event insolvency proceedings are initiated against the Customer or if the Customer seeks protection under applicable bankruptcy laws, the Provider shall be entitled to terminate these GTC and/or suspend the performance of all its obligations under these GTC until the final completion of the insolvency proceedings otherwise than by declaring bankruptcy or reorganization, without the Provider being obliged to compensate the Customer for any damage incurred.

15.7 **Assignment.** The Customer may not assign or transfer these GTC at any time without the consent of the Provider, and any unauthorized assignment or transfer by the Customer shall be null and void. The Provider may assign or transfer its rights under these GTC, in whole or in part, to any person or entity at any time with or without the Customer's consent. The rights and obligations arising from the Contract and these GTC shall be legally binding on any legal successors or assigns of the Parties.

15.8 The Parties make it indisputable that all provisions of these GTC and the Contract conform to the business practices and the principle of fair business transactions.

15.9 Revisions. These GTC are subject to change on a prospective basis at any time, and the Provider reserves the right to do so. In the event that the Provider changes these GTC, the Customer may be required to re-affirm these GTC through use of the Service or otherwise. The Customer's use of the Service after the effective date of any changes will constitute acceptance of such changes.

15.10 Entire Agreement. These GTC, including the documents expressly incorporated by reference, constitutes the entire agreement between the Provider and the Customer with respect to the Service, and supersedes all prior or contemporaneous communications, whether electronic, oral or written; provided that, in the case of any conflict between any provision of these GTC and those of the Contract, the provision of the Contract shall control.

15.11 Equitable Remedies. The Customer hereby agrees that the Provider would be irreparably damaged if the terms of these GTC were not specifically enforced, and therefore the Customer agrees that the Provider shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of these GTC, in addition to such other remedies that the Provider may otherwise have available under applicable laws.

## **XVI. Copyright Policy**

16.1 If you believe in good faith that any material posted on the Service infringes the copyright in your work, please contact Provider's copyright agent, designated under the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512(c)(3)), with correspondence containing the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of the copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification, with information reasonably sufficient to allow its location of the material that is claimed to be infringing;
- Information reasonably sufficient to permit us to contact you;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and,
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

16.2 If the DMCA notice fails to comply with all of the requirements of this policy it may not be valid. For any questions regarding this procedure, or to submit a complaint, please contact Provider's designated DMCA Copyright Agent:

Copyright Agent  
Sense Arena LLC  
11 Cabot Rd  
Woburn, MA 01801  
e-mail: support@sensearena.com

## **XVII. Complaint Policy (Including Trademark and Privacy)**

17.1 If you believe in good faith that any material posted on the Service infringes any of your rights other than in copyright, or is otherwise unlawful, you must send a notice to support@sensearena.com containing the following information:

- Your name, physical address, e-mail address and phone number;
- A description of the material posted on the Service that you believe violates your rights or is otherwise unlawful, and which parts of said materials you believe should be remedied or removed;
- Identification of the location of the material on the Service;
- If you believe that the material violates your rights, a statement as to the basis of the rights that you claim are violated;
- If you believe that the material is unlawful or violates the rights of others, a statement as to the basis of this belief;
- A statement under penalty of perjury that you have a good faith belief that use of the material in the manner complained of is not authorized and that the information you are providing is accurate to the best of your knowledge and in good faith; and
- Your physical or electronic signature.

17.2 The Provider will evaluate all submissions that comply with all of these requirements, and if appropriate, in Provider's sole discretion, take action. The Provider may disclose your submission to the poster of the claimed violative material, or any other party.

Annex no. 1 – Scope of Basic Support and Support+

<b>Issue</b>	<b>Response &amp; Resolution time</b>	<b>Basic Support</b>	<b>Support+</b>
<b>Critical</b> (the computer system doesn't launch, the VR system doesn't launch or crashes for more than once per hour)	Response time	12 hours (phone, IM)	4 hours (phone, IM)
	Resolution time	1 week	72 hours
<b>Major</b> (VR is not tracking properly, the ice is rotated, hockey stick is not visible, players can't log-in, login to the cloud platform doesn't work, user management, training plan management at the cloud doesn't work)	Response time	12 hours (mail, phone, IM)	8 hours (mail, phone, IM)
	Resolution time	1 week	72 hours
<b>Minor</b> (hockey stick doesn't vibrate, system can't load statistical data, data analytics at the cloud platform doesn't work, or other)	Response time	24 hours (mail, IM)	24 hours (mail, IM)
	Resolution time	2 weeks	1 week