

GENERAL TERMS AND CONDITIONS

SOFTWARE LICENSE AGREEMENT

AI TRANSLATION NOTICE: This English version was translated using AI. If any translation errors, ambiguities, or inconsistencies occur, only the original German version shall be legally valid and binding.

Concerning the monthly software subscription for a camera-based Electronic-Steeldart-System TOPdarts as follows:

1. PREAMBLE AND SYSTEM DESCRIPTION

1.1 TOPdarts GmbH [Paracelsusstraße 20, 4600 Wels] (hereinafter referred to as the "Licensor") distributes and activates camera-based Electronic-Steeldart systems, together with the associated software for automatic dart detection on the board and digital score counting, for hospitality venues and other commercial locations.

1.2 Depending on the equipment variant, the contractual system includes in particular the machine with board, touch display or display board, several integrated cameras for throw detection, the game and scoring software, and - where enabled - online connection, online lobby, multiplayer functions, back-office and administration interfaces, as well as automatic software updates.

1.3 The acquisition of the machine as hardware and the software subscription covered by this agreement are legally independent contractual relationships. The use of automatic throw detection, score counting, and other software functions requiring a license requires an active software license.

2. SCOPE OF APPLICATION AND BUSINESS-TO-BUSINESS TRANSACTION

2.1 These General Terms and Conditions ("GTC") apply to all software agreements and software license agreements between the Licensor and the respective Licensee concerning the software offered by the Licensor and the services related to it.

2.2 Conflicting, deviating, or supplementary terms and conditions of the Licensee apply only if and insofar as the Licensor has expressly agreed to their validity in writing. This also applies if the Licensor performs services without reservation or accepts payments while being aware of such terms and conditions.

2.3 These GTC are available at any time on the Licensor's website in their respective current version.

2.4 The version of these GTC valid at the time of conclusion of the respective software agreement or software license agreement is authoritative, unless expressly agreed otherwise.

2.5 These GTC apply exclusively to entrepreneurs within the meaning of the Austrian Commercial Code (UGB). By concluding the contract, the Licensee confirms that it uses or will use the Electronic-Steeldart-System exclusively for business purposes.

3. CONCLUSION OF CONTRACT AND ACTIVATION

3.1 The license agreement is concluded either through the mutual signing of a contract or, in the case of electronic conclusion directly on the device, through the activation process described below.

3.2 In the case of electronic conclusion, activation takes place by double-clicking the contract icon on the display, entering the system PIN, providing an email address, displaying and scanning a QR code, being redirected to Stripe's payment page, entering or confirming the payment data, and then returning to the main menu.

3.3 In the case of electronic conclusion, the license agreement is deemed concluded as soon as the activation process has been completed in full, a valid payment method has been stored, and the software on the device has been enabled.

3.4 Until the final confirmation on the payment page, the electronic ordering process can be cancelled; input errors can be corrected before the final confirmation.

3.5 The email address provided by the Licensee is deemed to be the contractual contact address for invoices, debit notifications, reminders, technical notices, and other contract-related declarations.

4. SUBJECT MATTER OF THE LICENSE AND RIGHTS OF USE

4.1 For the duration of the contract, the Licensor grants the Licensee a simple, non-exclusive, non-transferable, and device-specific right to use the software installed on the respective machine in the Licensee's own business.

4.2 Depending on the scope of functions enabled, the licensed use includes in particular automatic dart detection on the board, digital score determination per throw, game selection via touch display, the entry of player names or aliases, online game modes, online lobby functions, back-office and administration functions, and software updates.

4.3 In particular, the following are not permitted: use of the software on devices other than the enabled devices, circumvention of license, blocking, or counting mechanisms, interference with camera or software logic, reverse engineering, and any other manipulation of the system.

4.4 The system PIN must be kept confidential. Actions by persons to whom the Licensee grants access to the device, the system PIN, or the activation process are attributable to the Licensee.

5. BILLING MONTH, LICENSE FEE, AND THROW COUNTING

5.1 A "billing month" is the period from the day of contract conclusion until the end of the day immediately preceding the numerically corresponding day of the following month. Example: if the contract is concluded on 14 April, the first billing month ends at the end of 13 May. If the following month does not contain a corresponding calendar day, the billing month ends at the end of the last day of the following month.

5.2 The license fee amounts to EUR 25.00 net plus statutory VAT per device and per billing month.

5.3 The agreed license fee is value-protected. The basis for the value adjustment is the Consumer Price Index 2020 (CPI 2020) published by Statistics Austria, or the successor index replacing it. The baseline for calculating the value adjustment is the most recently published index figure for the month of contract conclusion.

The Licensor is entitled to adjust the agreed license fee if the relevant index figure has increased by at least 5% compared with the baseline or compared with the index figure last used for an adjustment. The price adjustment is made to the extent of the change in the index. The adjustment takes effect at the beginning of the billing month following notice of the price adjustment.

The Licensor is not obliged to make a value adjustment immediately upon reaching the 5% threshold. Failure to assert a value adjustment, or failure to assert it in full, does not constitute a waiver. The Licensor is entitled to make up the value adjustment at a later point in time if the conditions for doing so are met. For future adjustments, the index figure last used for an effective adjustment becomes the new comparison basis.

A downward adjustment is made only to the extent this is mandatorily required by law or if the Licensor expressly declares this in the individual case.

5.4 The license fee is debited only if more than 10,000 billable dart throws were incurred in the respective billing month. If there are 9,999 or fewer billable dart throws, no debit is made.

5.5 The following applies for determining billable dart throws: if a game scored by the software requires fewer than 50 actual dart throws, 50 dart throws are nevertheless always counted for that game (per player); if more than 50 actual dart throws are used, the actual number is counted (also per player).

5.6 The usage and counting data logged by the system for the respective device is decisive for billing, unless the Licensee proves an obvious error in that data.

5.7 The fees owed under this contract are automatically collected after the end of the respective billing month via the stored payment method, in particular through Stripe or an equivalent payment service provider. Throughout the entire term of the contract, the Licensee must ensure that a valid payment method with sufficient funds is available.

6. TERM OF THE CONTRACT AND TERMINATION BY THE LICENSEE

6.1 The license agreement is concluded for an indefinite period.

6.2 The Licensee may terminate the software subscription at any time directly on the machine without any notice period.

6.3 A termination declared by the Licensee takes effect at the end of the current billing month.

6.4 In the billing month in which the Licensee terminates the agreement, the license fee of EUR 25.00 net is debited in any event, regardless of how many billable dart throws actually occurred in that billing month.

6.5 No pro rata refund is made for the billing month in which the agreement ends.

7. ORDINARY AND EXTRAORDINARY TERMINATION BY THE LICENSOR

7.1 The Licensor is entitled to terminate the license agreement ordinarily by giving six months' notice to the end of a billing month.

7.2 Ordinary termination by the Licensor is excluded during the first five years after the Licensee acquired the respective machine; within this period, termination by the Licensor is permissible only for good cause.

7.3 Unless otherwise agreed in writing in the individual case, the date of acquisition is deemed to be the day on which the machine is handed over to the Licensee under the underlying purchase agreement.

7.4 The right of both contracting parties to extraordinary termination for good cause remains unaffected. Good cause for the Licensor exists in particular if the Licensee breaches material contractual obligations despite a reminder, manipulates the system, or fails to pay due fees.

8. FAILED DEBIT, GRACE PERIOD, BLOCKING, AND REACTIVATION

8.1 If a due license fee cannot be successfully debited, the Licensor will, where possible, inform the Licensee by email and/or directly on the device.

8.2 In the event of a failed debit, the software license initially remains active for five calendar days from the first unsuccessful debit attempt.

8.3 If successful payment or re-debit takes place within this five-day period, no blocking occurs.

8.4 If no successful payment occurs within this period, the Licensor is entitled to block the software functions of the affected device that require a license. The ownership rights in the machine as hardware remain unaffected.

8.5 A block that occurs after expiry of the five-day period is lifted provided that (1) this agreement is still in force (that is, it has not been terminated by the Licensor; see Section 7.4) and (2) all due outstanding amounts have been paid in full and the payment method can again be charged properly.

9. OPERATION, AVAILABILITY, AND ONLINE CONNECTION

9.1 A functioning power supply and data connection are required for operation of the online functions, the online lobby, any multiplayer functions, the back office, administration interfaces, and automatic software updates. Without a sufficient connection, functions may be limited in whole or in part.

9.2 The Licensor does not owe uninterrupted availability at all times. Temporary restrictions may result in particular from maintenance work, updates, network outages, hardware malfunctions, interventions by third parties, or other circumstances outside the Licensor's sphere of influence.

9.3 The Licensee must enable required acts of cooperation, in particular for setting up the online connection, performing updates, and remedying malfunctions, to a reasonable extent.

10. UPDATES AND SUPPORT

10.1 Beyond maintaining the essential basic function of the system and fulfilling mandatory legal obligations, no obligation is assumed to provide updates, upgrades, migration, interoperability, care, maintenance, or further development. Subject to mandatory statutory provisions, the Licensor in particular does not owe ongoing functional development of the software, provision of new game modes, tournament formats, online functions, interfaces, designs, analyses, or other new features.

10.2 The Licensor is entitled, at its own discretion, to change, further develop, restrict, expand, or replace the software with successor versions, provided that the system's essential basic contractual function, namely

automatic throw detection and scoring in approved intended operation, is not unreasonably impaired.

10.3 The Licensor owes only such updates and patches:

a) that serve to remedy reproducible defects of the approved standard version that are not merely insignificant, or

b) that are required for reasons of IT security, integrity, abuse prevention, or compliance with mandatory legal requirements.

10.4 There is no obligation to adapt to changed technical or legal framework conditions of third parties, in particular to changed end devices, networks, operating systems, browsers, payment services, app stores, hardware components, peripheral devices, or third-party interfaces, unless this has been expressly agreed in writing or is mandatorily required by law.

10.5 The Licensor is entitled to install security-relevant updates, hotfixes, and configuration changes without separate consent of the Licensee if this is necessary to maintain the security, functionality, or legal compliance of the system.

10.6 If the Licensor provides a successor version or replacement release, it is entitled to discontinue support for older versions with reasonable advance notice. There is no obligation to maintain several version levels in parallel unless something else is mandatorily prescribed by law.

10.7 The Licensee must carry out the cooperation actions required for updates in good time, in particular ensuring a stable power and internet supply, access to the system, sufficient storage resources, and installation of components approved by the Licensor. If required cooperation by the Licensee is omitted, claims resulting from the resulting restrictions are excluded.

10.8 The Licensor is not liable for impairments of functionality resulting from the Licensee or third parties making unapproved changes to hardware, the camera unit, network configuration, system parameters, or the software environment.

11. DATA PROCESSING AND DATA PROTECTION

11.1 In the context of contract performance, the Licensor processes the company data, contact data, device data, usage data, billing data, and payment data of the Licensee required for the contract.

11.2 If installed and aligned in accordance with the contract, the camera system is directed exclusively at the board and scoring area. The image data required for throw detection is processed only transiently to determine the hit position; image or video recordings are not stored. Under the intended technical model, no personal image or video data is stored permanently or processed for identification purposes in the context of transient camera-based throw detection.

11.3 Player names may be freely chosen by the players and displayed as aliases. Such entries are not intended to identify natural persons and are not used by the Licensor for more extensive profiling of individuals.

11.4 Players may voluntarily register in the Licensor's system via the machine and thereby consent to the processing of their personal data. In this case, the Licensor does not process data of the Licensee but data of the respective end customer, in particular contact details and profile data such as first and last name, gender, nickname, club, tournament results, recent matches, and rankings based on them.

11.5 Payment processing takes place through Stripe or an equivalent payment service provider. The data required for payment processing is transmitted to the payment service provider and processed there.

12. WARRANTY

12.1 Defects or malfunctions of the software must be reported to the Licensor without undue delay with the most precise possible description of the error.

12.2 The Licensor is initially entitled, at its own discretion, to remedy the issue by error correction, update, workaround, or other suitable measures.

12.3 Any warranty claims relating to the machine as hardware are governed exclusively by the separate purchase agreement and are not expanded by this license agreement.

12.4 A merely insignificant impairment of use does not entitle the Licensee to extraordinary termination of the contract or to a reduction of fees.

13. LIABILITY

13.1 The Licensor is liable without limitation for damage caused intentionally or by gross negligence, for personal injury, and under mandatory statutory provisions.

13.2 In cases of slight negligence, the Licensor is liable only for breach of essential contractual obligations; in this case, liability is limited to the typical and foreseeable contractual damage.

13.3 To the extent permitted by law, liability for loss of profit, indirect damage, consequential damage, and damage resulting from business interruption is excluded.

13.4 The Licensor is not liable for damage resulting from improper operation, impermissible interference, lack of power supply or data connection, incorrect alignment of the system, unsuitable installation conditions, or other circumstances originating in the sphere of the Licensee or third parties.

14. FINAL PROVISIONS

14.1 Austrian law applies, excluding the conflict-of-law rules of private international law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract is, to the extent legally permissible, the court with subject-matter jurisdiction at the Licensor's registered office.

14.3 Amendments and supplements to this contract require written form unless mandatory law prescribes a stricter or a more lenient form. For declarations made during the ongoing contractual relationship, text form is sufficient where legally permissible, in particular by email.

14.4 Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The contracting parties shall replace the invalid or unenforceable provision with a valid provision that comes closest to the economic purpose.

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