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Dartfish Services Agreement

These terms ("**Terms**") cover the use of Dartfish's consumer products (electronic software & applications), websites and services listed here (the "**Services**"). Many of these products previously had separate terms that were called different names, such as "Dartfish Software End User License Agreement: EULA" or "Dartfish Terms of Services, Dartfish Commercial Terms" and these Terms replace those separate terms. You accept these Terms by creating a Dartfish account or myDartfish account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

1. Your Privacy.

Your privacy is important to us. Please read the Dartfish Privacy Policy (the "**Privacy Policy**") as it describes the types of data we collect from you and your devices ("**Data**") and how we use your Data. The Privacy Policy also describes how Dartfish uses your content, which is your communications with others; postings or feedback submitted by you to Dartfish via the Services; and the files, photos, documents, audio, digital works, and videos that you upload, store or share through the Services ("**Your Content**"). By using the Services or agreeing to these Terms, you consent to Dartfish's collection, use and disclosure of Your Content and Data as described in the Privacy Policy.

2. Your Content.

Many of our Services allow you to store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, display Your Content without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use, and retention of Your Content will not violate any law or rights of others. Dartfish does not own, control, verify, pay for, endorse or otherwise assume any liability for Your Content and cannot be held responsible for Your Content or the material others upload, store or share using the Services.

b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Dartfish products and services, you grant to Dartfish a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the

Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. We do not use what you say in your communications, or your documents, photos or other personal files to target advertising to you.

3. Code of Conduct.

a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

- i. Don't do anything illegal.
- ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
- iii. Don't send spam. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), or instant messages.
- iv. Don't publicly display or use the Services to share inappropriate Content or material (involving, for example, nudity, bestiality, pornography, graphic violence, or criminal activity) or Your Content or material that does not comply with local laws or regulations.
- v. Don't engage in activity that is false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments) or libelous or defamatory.
- vi. Don't circumvent any restrictions on access to or availability of the Services.
- vii. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist content, communicating hate speech, or advocating violence against others).
- viii. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of maps, or photographs).
- ix. Don't engage in activity that violates the privacy or data protection rights of others.
- x. Don't help others break these rules.
- xi. Don't utilise the Services and the Software Products other than for an educational use, therefore excluding among other industrial and car racing use.
- xii. Don't sell, broadcast, or permit the broadcast of, any images derived from Software Product, in any form whatsoever, over the Internet or on television networks or to exploit the images for commercial purposes on any support or media, unless specifically agreed in additional agreements with Dartfish.

b. **Enforcement.** If you violate these Terms, we may, in our sole discretion, stop providing Services (including software product license) to you or/and we may close your Dartfish account or myDartfish account. We may also block delivery of a communication (like email) to or from the Services in an effort to enforce these Terms, or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Dartfish reserves the right to review Your Content in order to resolve the issue, and you hereby authorize such review. However, we cannot monitor the entire Services and make no attempt to do so.

4. Using the Services & Support.

a. **Dartfish account or myDartfish account.** You'll need a Dartfish account or a myDartfish account to access many of the Services. Your Dartfish or a myDartfish account lets you sign in to products, websites and services provided by Dartfish and some Dartfish partners.

i. **Creating an Account.** You can create a Dartfish account or a myDartfish account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your Dartfish account or myDartfish account. In some cases, a third party, like your organisation or enterprise, may have assigned a Dartfish or myDartfish account to you. If you received your Dartfish account or myDartfish account from a third party, the third party may have additional rights over your account, like the ability to access or delete your Dartfish or myDartfish account. Please review any additional terms the third party provided you, as Dartfish has no responsibility regarding these additional terms. If you create a Dartfish account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your Dartfish account or myDartfish account to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your Dartfish account or myDartfish account.

ii. **Account Use.** You must use your Dartfish or myDartfish account to keep it active. This means you must sign in at least once in a year period to keep your Dartfish or myDartfish account, and associated Services, active, unless provided otherwise in an offer for a paid portion of the Services. If you don't sign in during this time, we will assume your Dartfish or myDartfish account is inactive and will close it for you. Please see section 4(a)(iv)(2) for the consequences of a closed Dartfish and myDartfish account. If we reasonably suspect that your Dartfish account or myDartfish account is being used by a third party fraudulently (for example, as a result of an account compromise), Dartfish may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. If you are having trouble accessing your Dartfish or myDartfish account, please visit this website: <http://support.dartfish.com/>.

iii. **Kids and Accounts.** By using the Services, you represent that you have either reached the age of "majority" or "legal responsibility" where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority or "legal responsibility" where you live, or do not understand this section, please ask your parent or legal guardian for help before you create a Dartfish account or myDartfish account. If you are the parent or legal guardian of a minor that creates a Dartfish account or myDartfish account, you accept these Terms on the minor's behalf and are responsible for all use of the Dartfish account, myDartfish account, or Services, including purchases, whether the minor's account is now open or created later.

iv. **Closing Your Account.**

1. You can cancel specific Services or close your Dartfish account or myDartfish account at any time and for any reason. To close your myDartfish account, please visit the web site <https://dartfish.tv/AccountSettings>. When you ask us to close your account, we will put it in a suspended state for 90-days just in case you change your mind. After that 90-day period, your account will be closed. Please see section 4(a)(iv)(2) below for a detailed explanation as to what happens when your account is closed. Logging back in during that 90-day period to prolong payment will reactivate your account. To cancel your Dartfish account please submit a support request to <http://support.dartfish.com/>

2. If your Services are canceled or your Dartfish account or myDartfish account is closed (whether by you or us), a few things happen. First, your right to use the Services stops immediately and your license to use the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Dartfish account or myDartfish account or will otherwise disassociate it from you and your Dartfish account or myDartfish account (unless we are required by law to keep it). You should have a regular backup plan as Dartfish won't be able to retrieve Your Content or Data once your account is closed. Third, you may lose access to material or products you've acquired.

b. **Work or School Accounts.** You can sign into certain Dartfish services with a work or school email address. If you do, you agree that the owner of the domain associated with your email address may control and administer your account, and access and process your data, including the contents of your communications and files. You further agree that your use of the services may be subject to the agreements that Dartfish has with you or your organization and these terms do not apply. If you use a work or school email address to access Services covered under these Terms, you may be prompted to update the email address associated with your Dartfish or myDartfish account in order to continue accessing such Services.

c. **Additional Equipment/Data Plans.** To use many of the Services, you'll need an internet connection and/or data/cellular plan. You might also need additional equipment, like a mobile devices, camera or microphone. You are responsible for providing all connections, plans, and/or equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.

d. **Service Notifications.** When there's something important to tell you about a Service you use, we'll send you Service notifications to the email associated with your Dartfish account or myDartfish account. If you gave us your phone number in connection with your Dartfish account or myDartfish account, then we may send Service notifications to you via SMS (text message), including to verify your identity before registering your mobile phone number. **Data or messaging rates may apply when receiving notifications via SMS.**

e. **Support.** Customer support for the Services is available at <http://support.dartfish.com/>. The Services might not be compatible with software or services provided by third parties, and you are responsible for familiarizing yourself with compatibility requirements.

5. Using Third-Party Apps and Services.

The Services may allow you to access or acquire products, services, websites, links, content, material, games or applications from third parties (companies or people who aren't Dartfish) ("**Third-Party Apps and Services**"). Many of our Services also help you find Third-Party Apps and Services, and you understand that you are directing our Services to provide Third-Party Apps and Services to you. These Third-Party Apps and Services may also allow you to store Your Content or Data with the publisher, provider, or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept additional terms of use before you can install or use the Third-Party App or Service. You should review any additional terms and privacy policies before acquiring or using any Third-Party Apps and Services. Any additional terms do not modify these Terms. Dartfish does not license any intellectual property to you as part of any Third-Party Apps and Services. You agree to assume all risk and liability arising from your use of these Third-Party Apps and Services and that Dartfish is not responsible for any issues arising out of your use of them. Dartfish is not responsible for information provided by third parties.

6. Service Availability.

a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region or device. If you change the location associated with your Dartfish or myDartfish account, you may need to re-acquire material or applications that were available to

you and paid for in your previous region. You agree not to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity in order to access or use such material or Services.

b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Dartfish is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content that you store on the Services or store using Third-Party Apps and Services.

7. Updates to the Services or Software, and Changes to These Terms.

a. We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services, close your Dartfish account and/or myDartfish account and, if you are a parent or guardian, help your minor child close his or her Dartfish account or myDartfish account.

b. Sometimes you will need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Dartfish isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software. Such updates may not be compatible with software or services provided by third parties. You may withdraw your consent to future software updates at any time by uninstalling the software.

c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material or applications previously purchased. We may release the Services or their features in a beta version, which may not work correctly or in the same way the final version may work.

d. So that you can use material protected with digital rights management (DRM), like some music, movies and more, DRM software may automatically contact an online rights server and download and install DRM updates.

8. Software License.

Unless accompanied by a separate Dartfish license agreement, any software provided by us to you as part of the Services is subject to these Terms.

a. If you comply with these Terms, we grant you the right to install and use one (1) copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by Dartfish. Notices, if any, for the third party code are included for your information only.

b. **Delivered electronically**, the Services (including the Software Product) is licensed, not sold, and Dartfish reserves all rights to the software not expressly granted by Dartfish, whether by implication, estoppel, or otherwise. The term "Services" (an **electronic product**) includes all copies of the computer program and its documentation. This license does not give you any right to, and you may not:

- i. circumvent or bypass any technological protection measures in or relating to the software or Services;
- ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
- iii. separate components of the software or Services for use on different devices;
- iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless Dartfish expressly authorizes you to do so;
- v. transfer the software, any software licenses, or any rights to access or use the Services;
- vi. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network;
- vii. enable access to the Services or modify any Dartfish-authorized Services by unauthorized third-party applications.

9. Payment Terms.

If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

a. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge in the currency specified. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. **We may suspend or cancel the Services if we do not receive an on time, full payment from you.** Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network which masks your location may cause charges to be different from those displayed for your actual location. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card. Please contact your bank for details.

b. **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on the web site www.dartfish.tv/AccountSettings. Additionally, you agree to permit Dartfish to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

c. **Billing.** By providing Dartfish with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize Dartfish to charge you for the Services or available content using your payment method; and (iii) authorize Dartfish to charge you for any paid feature of the Services that you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

d. **Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to Dartfish by the method you have chosen at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by Dartfish. By authorizing recurring payments, you are authorizing Dartfish to process such payments as either

electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Dartfish or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

e. **Automatic Renewal.** Provided that automatic renewals are allowed under applicable law, you may choose for Services to automatically renew at the end of a fixed service period. We will remind you by email before any Services renew for a new term, and notify you of any price changes in accordance with section 9(k). Once we have reminded you that you elected to automatically renew the Services, we may automatically renew your Services at the end of the current service period and charge you the then current price for the renewal term, unless you have chosen to cancel the Services as described below. We will also remind you that we will bill your chosen payment method for the Services renewal, whether it was on file on the renewal date or provided later. We will also provide you with instructions on how you may cancel the Services. You must cancel the Services before the renewal date to avoid being billed for the renewal.

f. **Online Statement and Errors.** Dartfish will provide you with an online billing statement on the www.dartfish.tv/AccountSettings, where you can view and print your statement. This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 90-days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund, unless otherwise required by law. If Dartfish has identified a billing error, we will correct that error within 90-days. This policy does not affect any statutory rights that may apply.

g. **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If you believe that Dartfish has charged you in error, you must contact us within 30-days of such charge. No refunds will be given for any charges more than 30-days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. For each refund issued, a processing fee of 30 (thirty) units of the currency used for payment will be charged by Dartfish. This refund policy does not affect any statutory rights that may apply. If you live in Taiwan, please note that according to Taiwan's Consumer Protection Act and its relevant regulations, all purchases pertaining to digital content provided via intangible form and/or on-line services are final and non-refundable when such content or service has been provided on line. You are not entitled to claim any cooling off period or any refund.

h. **Canceling the Services.** You may cancel a Service at any time, with or without cause. To cancel a Service and request a refund, if you are entitled to one, visit the www.dartfish.tv/AccountSettings. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; or (iv) you may lose access to and use of your account when you cancel the Services; or, if you live in Taiwan, (v) you may receive a refund in the amount equal to the unused fees you paid for a Service calculated at the time of cancellation. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

i. **Trial-Period Offers.** If you are taking part in any trial-period offer, you must cancel the trial Service(s) by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you do not cancel the trial Service(s) by the end of the trial period, we may charge you for the Service(s).

j. **Promotional Offers.** From time to time, Dartfish may offer Services for free for a trial period. Dartfish reserves the right to charge you for such Services (at the normal rate) in the event that Dartfish determines (in its reasonable discretion) that you are abusing the terms of the offer.

k. **Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

l. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. **If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.**

10. Contracting Entity, Choice of Law, & Location for Resolving Disputes.

For your use of free, consumer Services, you are contracting with, and all references to "Dartfish" in these Terms mean, Dartfish SA, Route de la Fonderie 6, Case Postale 53, 1700 Fribourg, Switzerland.

THIS AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY SWISS LAW. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (THE VIENNA LAW ON THE INTERNATIONAL SALE OF GOODS OF APRIL 11, 1980) IS EXCLUDED.

ANY DISPUTE BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY THE COURTS OF THE CANTON OF FRIBOURG, SWITZERLAND (SARINE DISTRICT). DARTFISH SHALL HOWEVER BE ENTITLED TO BRING ACTION AGAINST THE OTHER PARTY BEFORE ANY OTHER COMPETENT COURT.

If you accepted these Terms by creating a Dartfish account or a myDartfish account or using Dartfish products, you and we irrevocably agree to the exclusive jurisdiction and venue of the courts of the Canton of Fribourg, Switzerland, Sarine District for all disputes arising out of or relating to these Terms or the consumer Services.

11. Warranties.

a. DARTFISH, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." DARTFISH DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.

b. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT.

12. Limitation of Liability.

a. If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from Dartfish or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the breach occurred.

b. To the extent permitted by the applicable law, you can't recover any (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages in excess of the caps specified in section 12(a) above. These limitations and exclusions

apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

c. Dartfish is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond Dartfish's reasonable control (such as labor disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). Dartfish will endeavor to minimize the effects of any of these events and to perform the obligations that aren't affected.

13. Service-Specific Terms.

The terms before and after section 13 apply generally to all Services. This section contains service-specific terms that are in addition to the general terms.

a. **Digital Goods.** Through Dartfish TV and any other related and future services, Dartfish may enable you to obtain, listen to, view, play or read (as the case may be) music, images, video, text, books, or other material ("**Digital Goods**") that you may get in digital form. The Digital Goods are only for your personal, noncommercial use. You agree not to redistribute, broadcast, publicly perform or publicly display or transfer any copies of the Digital Goods. Digital Goods may be owned by Dartfish or by third parties. In all circumstances, you understand and acknowledge that your rights with respect to Digital Goods are limited by these Terms, copyright law, and the usage rules. You agree that you will not attempt to modify any Digital Goods obtained through any of the Services for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Digital Goods. Dartfish or the owners of the Digital Goods may, from time to time, remove Digital Goods from the Services without notice.

b. myDartfish Smart Cloud.

i. **Storage Allocation.** If you have more content stored in your myDartfish Smart Cloud account than is provided to you under the terms of your free or paid subscription service for myDartfish and you do not respond to notice from Dartfish to fix your account by removing excess content or moving to a new subscription plan with more storage, we reserve the right to close your account and delete or disable access to Your Content on myDartfish Smart Cloud.

ii. **Service Performance.** Depending on factors such as your equipment, internet connection and Dartfish's efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content on myDartfish Smart Cloud.

c. Dartfish TV Channel.

i. **Storage Allocation.** If you have more content stored in your Dartfish TV Channel than is provided to you under the terms of your free or paid subscription service for Dartfish TV Channel and you do not respond to notice from Dartfish to fix your account by removing excess content or moving to a new subscription plan with more storage, we reserve the right to close your account and delete or disable access to Your Content on Dartfish TV.

ii. **Fair Usage Policy.** For paid subscription to Dartfish TV Channel with mention of “Unlimited Storage”, a Fair Usage Policy is in place. The term of unlimited storage are defined as follow (unless specified differently in a specific contract): 1TB of storage & 5TB of traffic per year. If you have more content stored in your Dartfish TV Channel “Unlimited Storage” than is provided to you under the above terms and you do not respond to notice from Dartfish to fix your account by removing excess content or moving to a new subscription plan, we reserve the right to close your account and delete or disable access to Your Content on Dartfish TV.

iii. **Service Performance.** Depending on factors such as your equipment, internet connection and Dartfish’s efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content on Dartfish TV.

14. Miscellaneous.

This section, and sections 1, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 15, and those that by their terms apply after these Terms end will survive any termination or cancellation of these Terms. To the extent permitted by applicable law, we may assign these Terms, subcontract our obligations under these Terms, or sublicense our rights under these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services. This is the entire agreement between you and Dartfish for your use of the Services. It supersedes any prior agreements between you and Dartfish regarding your use of the Services. In entering into these Terms, you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance other than as expressly set out in these Terms. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit. These Terms are not for the benefit of any other person, except for Dartfish’s successors and assigns. Section headings are for reference only and have no legal effect.

15. Claims Must Be Filed Within One Year.

Any claim related to these Terms or the Services must be filed in court (or arbitration if section 10(d) applies) within one year of the date you could first file the claim, unless your local law requires a longer time to file claims. If not filed within that time, then it's permanently barred.

16. Export Laws.

You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use.

17. Unsolicited Ideas.

Dartfish does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Unsolicited Feedback**"). If you send any Unsolicited Feedback to Dartfish through the Services or otherwise, you acknowledge and agree that Dartfish shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

Notices and procedure for making claims of intellectual property infringement.

Dartfish respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement to legal@dartfish.com . **ALL INQUIRIES NOT RELEVANT TO THIS PROCEDURE WILL NOT RECEIVE A RESPONSE.**

In appropriate circumstances, Dartfish may also disable or terminate accounts of users of Dartfish services who may be repeat infringers.

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Notice about the H.264/AVC, MPEG-4 Visual, and VC-1 Video Standards. The software may include H.264/AVC, MPEG-4 Visual and/or VC-1 codec technology that may be licensed by MPEG LA, L.L.C. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, MPEG-4 VISUAL, AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NONCOMMERCIAL USE OF A CONSUMER TO (A)

ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE H.264/AVC, MPEG-4 VISUAL, AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NONCOMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENSES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE THE [MPEG LA WEBSITE](#).

For clarification purposes only, this notice does not limit or inhibit the use of the software provided under these Terms for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of material with the VIDEO STANDARDS compliant technologies for distribution to third parties.

18. Covered Services.

The following products, apps and services are covered by the Dartfish Services Agreement, but may not be available in your market.

- Dartfish Software (v4, v5.x, v6, v7, v9...)
- myDartfish Software (360, 360S and future editions)
- Dartfish mobile applications:
 - Dartfish Express
 - Dartfish Easytag,
 - Dartfish Note
 - myDartfish Express
 - myDartfish Note
 - Dartfish branded applications
- Dartfish Tv platform
- Dartfish Smart-Cloud
- Dartfish Plans (Mobile, 360, 360S and future to come)