

The below mentioned parties

via e-mail to:  
info.us@raceresult.com

RACE RESULT Americas Inc.	and	_____
Mark Bockmann		_____
5721 Arapahoe Ave. Suite A3		_____
Boulder, CO 80303		_____
(the seller)		(the buyer)

Agree in writing to the following contract about the rental of SIM cards provided by race result Americas Inc.:

**§1 Rental equipment and duration of the rental period**

- a) The renter can rent one or several sets of SIM cards from RACE RESULT. The rental period starts on the day of the shipment of the SIM cards and ends after the cancellation of the contract within due notice.
- b) Cancellation of the rental agreement must be notified at least 14 days prior to the end of the yearly rental period. If no notice of cancellation is received by then, the contract is automatically renewed for a period of one year.
- c) The renter sends the SIM cards back after the rental period expires. The SIM cards must reach RACE RESULT within 5 working days of the end of the rental period.
- d) If SIM cards are not returned within the time frame stipulated in §1c a standard fee of 30 USD per missing SIM card will be invoiced to the renter.

**§2 Rental fees**

- a) The activation and rental fees of the SIM cards are displayed on [www.raceresult.com](http://www.raceresult.com)
- b) The rental fees are paid in advance.

**§3 Replacement**

- a) The renter can order replacement SIM cards in the event they are lost or damaged. In this case, the activation fee will be applied again for each replacement SIM card.

**§4 Conditions of usage**

- a) The M2M mobile services provided by RACE RESULT are to be used solely in RACE RESULT devices, for timing or tracking purposes.
- b) The SIM cards offer usage in the following countries without extra roaming fees:
  - Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech, Republic, Estonia, Finland, France, Guyana, Guadeloupe and Martinique), Germany, Gibraltar, Great Britain, Greece, Holland, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Montenegro, Norway, Poland, Portugal (Azores and Madeira), Romania, Serbia, Slovakia, Slovenia, Spain (Canary Islands), Sweden, Switzerland, USA, and Canada
- c) Usage in a country that is not listed above is not covered.
- d) In case of a breach of these conditions, the renter compensates RACE RESULT for the financial loss. The following minimum tariffs apply: outgoing calls 1.99 USD /minute, SMS sending 3.49 USD /SMS, improper data usage 0.19 USD /10 KB.

- e) In case of a breach of the contract, RACE RESULT reserves the right to block the SIM cards.
- f) Illegal uses of the SIM cards under this contract include, but are not limited to, the following:
  - Voice calls (including voice-over-IP)
  - Personal communication in any form over the public phone networks
  - Emailing or Internet Browsing (using a public IP address) through a terminal (M2M communication module) via a proxy connection, tunneling, gateway or routing
  - Adding, deleting, or modifying the network header information for deceptive purposes
  - Accessing third party accounts, trespassing safety measures established by RACE RESULT and / or network suppliers, hardware, software, electronic communication systems or telecommunication systems, whether it incurs the loss or falsification of data or not
  - Internet Relay Chat (IRC), Peer-to-Peer Filesharing, Bit Torrent, gaming servers or proxy servers
  - Sending mass unsolicited emails or commercial messages or using a public SMTP relay
  - Usage of any contents considered illegal based on current European & local laws.
  - Transmission of threatening, obscene, or harassing materials
  - Interference with or disruption of other network users, network services or network equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms or viruses, and using the network to make unauthorized entry into any other machine accessible via the network.
  - Assisting or facilitating another party in any of the above activities

### §5 Liability

RACE RESULT provides the service on a "as is" and "as available" basis without any guarantee or assurance of quality and is not liable if the leased property does not fulfil its purpose, unless its cause is based on intent or gross negligence. This disclaimer also applies to damages, lost profit, and loss of data.

RACE RESULT will aim to keep any disruptions of service to a minimum. RACE RESULT will provide the Services to the Renter using the Networks of one or more telecommunications operators. Occasionally any of these Networks may be unavailable for maintenance, modifications, upgrades, emergencies or to protect the security of the Network. During these times, the Services may be temporarily unavailable.

For the reasons described above, RACE RESULT does not warrant or guarantee that the Services will be uninterrupted or error free (in terms of Network availability, quality or coverage) in all locations at all times, or that the Services will be suitable for your specific requirements, or that the Services will be completely secure against unauthorized interception.

In the event a SIM Card is lost or stolen, or if the Renter believes a SIM Card is being used in a fraudulent or improper manner by another person, the Renter must promptly contact RACE RESULT. RACE RESULT will then be able to block the use of your SIM Card. If the Renter fails to promptly contact RACE RESULT, the Renter will be liable for all charges relating to the use of the SIM Card until RACE RESULT was notified, regardless of whether the charges were incurred by the Renter or a third party.

### §6 General Terms and Conditions

The General Terms and Conditions of RACE RESULT apply, which are available at [www.raceresult.com](http://www.raceresult.com).

### §7 Place of Jurisdiction

The place of jurisdiction is Boulder, CO.

**§8 Severability Clause**

If any provision of this Agreement is or becomes invalid, this shall not affect the validity of the rest of the contract. The ineffective provision shall be replaced by a legally effective provision which comes closest to the intended purpose.

Boulder,

Mark Bockmann  
RACE RESULT Americas Inc.

\_\_\_\_\_ / \_\_\_\_\_  
Place, date

\_\_\_\_\_  
\_\_\_\_\_  
Your signature