

LICENSE TERMS

Valid as of 1 February 2012

These License Terms is an addendum to the Purchase Agreement, including the General Terms, and the terms and conditions of these License Terms shall apply and be an integral part of the Purchase Agreement. Each capitalized term used herein and not defined herein shall have the same meaning ascribed to it in the Purchase Agreement, including the General Terms.

1. Scope of agreement These License Terms and the separate Purchase Agreement, including the General Terms (the License Terms and the Purchase Agreement, including the General Terms, hereinafter collectively referred to as the "Agreement"), regulate the limited right of use of TrackMan™ Basic, TrackMan™ Performance Studio, TrackMan™ WorkBench and TrackMan™ Range Software Applications as applicable subject to the Purchase Agreement (hereinafter collectively referred to as the "Software") granted by TrackMan to the Buyer.

2. Definitions The following expressions shall have the following meanings:

- **"Dongle Key"** means a hardware key acquired by the Buyer from TrackMan which, when attached to a computer's parallel port, in combination with software activates the License to TrackMan™ WorkBench.
- **"Licensed Users"** means those users of TrackMan™ WorkBench and/or of TrackMan™ Basic and /or TrackMan Performance Studio who must have the Buyer's physical address (the delivery address as stated in the Purchase Agreement) as their principal place of work and who are designated by the Buyer as authorized to use TrackMan™ WorkBench and/or TrackMan™ Basic, and/or TrackMan Performance Studio.
- **"Range Software"** means the set of applications developed by TrackMan, which are to be used as part of the TrackMan Range Concept, including any Customer administration applications and any on-line applications.
- **"TrackMan Data"** means any information or data collected while using the Range Software.

3. License Grant

TrackMan™ Basic, TrackMan™ Performance Studio and TrackMan™ Workbench (if applicable):

TrackMan hereby grants to the Buyer a perpetual, non-assignable, non-transferable and non-exclusive right to use TrackMan™ Basic, TrackMan™ Offline and/or TrackMan™ WorkBench, as applicable subject to the Purchase Agreement, (the "License") in a machine-readable form to:

- (a) install and use the Software solely on computer systems controlled by the Buyer, in accordance with the Permitted Installation (cf. clause 4); and
- (b) use the Software as expressly set forth in the Field of Use (cf. clause 5)

TrackMan™ Range Software (if applicable):

TrackMan hereby grants to the Customer a limited, non-assignable, non-transferable and non-exclusive right to use the Range Software, as applicable subject to the Agreement, (the "License") in a machine-readable form to:

- (a) install and use the Software solely in accordance with the Permitted Installation (cf. clause 4); and
- (b) use the Software as expressly set forth in the Field of Use (cf. clause 5)
- (c) use the Software only while the TrackMan Range Mandatory Software License in current (cf. clause 9)

All Rights not expressly granted to Customer in this Agreement are specifically reserved to TrackMan.

4. Permitted Installation

TrackMan™ Basic and TrackMan Performance Studio (if applicable):

TrackMan™ Basic and TrackMan Performance Studio may be installed in either one or more individual standalone computers or on a central location on a single designated network server.

TrackMan™ Workbench (if applicable):

TrackMan™ WorkBench may be installed in either one or more individual standalone computers or on a central location on a single designated network server. The Buyer may have only as many Licensed Users simultaneously operating TrackMan™ WorkBench at any given time as the number of Dongle Keys acquired by the Buyer from TrackMan for TrackMan™ WorkBench. The Buyer is prohibited from providing access to TrackMan™ WorkBench to users located outside the Buyer's physical address (the delivery address as stated in the Purchase Agreement).

TrackMan™ Range Software (if applicable):

TrackMan™ Range Software may be installed on any computer system part of the TrackMan Range Bay Hardware as defined in the Purchase Agreement.

5. Field of Use The License granted by TrackMan authorises the Buyer to:

TrackMan™ Basic (if applicable):

Use TrackMan™ Basic together with the TrackMan™ Radar Unit.

TrackMan™ Performance Studio (if applicable):

Use TrackMan™ Performance Studio together with the TrackMan™ Radar Unit.

TrackMan™ WorkBench (if applicable):

Use TrackMan™ WorkBench for the sole purposes of test, research and development of golf equipment.

TrackMan™ Range Software (if applicable):

The License granted by TrackMan authorises the Customer to use the Range Software in gaming and practice. All other uses are prohibited. Use in broadcast is explicitly prohibited.

6. Prohibited use The License is subject to the express restrictions set forth below. The Buyer shall not, and shall not permit any third party, to:

- (a) use any TrackMan™ Hardware or Software for broadcast or internet streaming purposes in any form;
- (b) modify, or create derivative works of, any part of the licensed Software;
- (c) adapt, translate, copy or convert all or any part of the Software in order to create software, a principal purpose of which is to perform the same or similar functions as the licensed Software or to replace any component of the Software;
- (d) rent, lease, loan, sell, license, sublicense, publish, display, distribute, assign or otherwise transfer to a third party the Software, any copy or portion thereof;
- (e) disassemble, decompile, reverse engineer the Software or otherwise attempt to gain access to its method of operation or source code;
- (f) alter, remove, replace, or obscure any copyright, trade secret, trademark, logo, proprietary and/or legal notices on or in copies of the Software; and/or
- (i) make the Software directly accessible in the Customer's applications used externally.

7. Intellectual Property Rights TrackMan holds full copyright, title and any other right to the Software, including any and all updates and modifications thereto and any and all derivative works thereof.

Any disregarding of the TrackMan's rights, including careless use of the Software which might render copying of the Software possible for third parties, shall be deemed to be a material breach of the Agreement, cf. Clause 11.

8. TrackMan™ Pro Software Update Package During any paid TrackMan™ Software Update Package (if applicable – TrackMan Pro only) term as stated in the Purchase Agreement TrackMan shall make available to the Buyer subsequent releases, if any, of such Software purchased by the Buyer subject to the Purchase Agreement, that are not charged for separately (updates). Such updates made available to

LICENSE TERMS

Valid as of 1 February 2012

the Buyer will be considered part of the Software and subject to the terms and conditions of the Agreement.

TrackMan shall provide Technical Support for the current release of TrackMan™ WorkBench and/or TrackMan™ Basic and/or TrackMan Performance Studio as stated in the Purchase Agreement, which consists of technical assistance, within normal working hours, by phone (hotline) or e-mail with the installation and/or use of the current release of TrackMan™ WorkBench and/or TrackMan™ Basic and/or TrackMan Performance Studio.

9. TrackMan Range Mandatory Software License Package. Customer will receive updates and new releases of the Range Software, as they become available, for the duration of the Agreement as outlined in the Agreement, unless the Agreement is terminated or the yearly TrackMan Range Mandatory Software License is not paid (upon failure to pay the TrackMan Range Mandatory Software License, access to the Range Software will be shut down).

- a. Updates and new releases made available to The Customer under this Clause 9 shall be considered as the Software and thus be subject to the terms of this Agreement.
- b. The Customer accepts that TrackMan has the right, at its sole discretion and without notice, at any time to supersede versions of the Software with newer versions and/or Documents which may add, modify, or delete specific features or characteristics of earlier versions, and that these updates and changes may make older Software and Hardware incompatible with more current versions of the Software.

10. TrackMan Data

- a. In the event that The Customer will process TrackMan Data for display or printout to be used or viewed by approved 3rd parties, such display and/or printout of TrackMan Data may only be made, provided that:
 - i. the purpose of the display or use of TrackMan Data falls within the field of use defined in clause 5;
 - ii. all TrackMan Data displayed or printed out shall include the Logo;
 - iii. the Logo is used in the form as provided by TrackMan. The Logo may not be altered in any manner, including size, proportions, colours, elements, etc., or animated or otherwise distorted or combined with any other words, symbols, graphics or other design elements;
 - iv. the TrackMan Data is displayed in the form provided from the Software;
 - v. the TrackMan Data is not used as part of a real-time broadcast over radio, television, internet, or other media.
- b. TrackMan grants to The Customer, for the term of this Agreement, a non-exclusive and non-transferable limited right of use to the Logo as set out above in this Section 10.
- c. The Customer will not adopt, use or register any corporate name, trademark, domain name or other designation that is confusingly similar to the Logo or any of TrackMan's corporate names, trademarks, domain names or other designations.
- d. The Customer shall take reasonable steps to notify TrackMan of any suspected infringement of, or challenge to, TrackMan's rights in the Logo of which The Customer becomes aware.
- e. Should the Customer publish articles using TrackMan Data, credit must be provided to TrackMan.

9. Limited Warranties TrackMan warrants that TrackMan has the right to grant the License rights hereunder. TrackMan warrants that the physical media provided shall be free from defects in material for a period of ninety (90) days from delivery, or it will be replaced by TrackMan at no cost to the Buyer. TrackMan further warrants, for a period of twelve (12) months from delivery, that each copy of each Software will conform in all material respects to the description of such Software's operation in the Documentation.

10. Limitation of liability/disclaimer of warranties Except for warranties expressly set forth in these License Terms (or as implied by law where the law provides that the particular terms implied cannot be excluded by contract), the Software is delivered "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and

performance of the Software is with the Buyer. TrackMan does not warrant that the Software will operate without interruption or be error free.

In no event, unless required by applicable law, will TrackMan be liable for any product liability, any direct, indirect or consequential damages of any nature whatsoever, including but not limited to loss of data or data being rendered inaccurate, business interruption, loss of profits, loss of interest or other losses sustained by the Buyer or third parties, arising out of the use or inability to use the Software.

11. Termination All rights held by the Buyer under these License Terms, including the right of use, will terminate automatically without notice from TrackMan if the Buyer fails to comply with any term(s) of the Agreement. The Software is protected by copyright law and international treaties. Unauthorised reproduction of the Software, or any part of it, may result in civil and criminal penalties.