

## General Terms & Conditions

### 1. General information

- (1) Sportcast GmbH, Kaltenbornweg 2, D-50679 Köln ("**Sportcast**") is a subsidiary of Deutsche Fußball Liga GmbH (DFL), specialized in the production of sporting events. Sportcast produces premium products (such as the Bundesliga [German premier football league]) in top quality and all technical standards.
- (2) These General Terms & Conditions ("**GTC**") shall apply to all contracts ("**Individual Contracts**") that Sportcast concludes with different contracting parties, e.g. from the service industry or the sector of provision of technology services ("**Contracting Party**").
- (3) Any terms and conditions of the Contracting Party deviating from these GTC or supplementing these GTC shall not apply. Exceptions apply only on a case-by-case basis if and insofar as Sportcast has agreed to them expressly and in writing.

### 2. Conclusion of Individual Contracts

- (1) The Contracting Party shall verify all information submitted to them (e.g. relating to local conditions) before conclusion of the contract. They shall also ensure that they are aware of all circumstances relevant to the fulfilment of their contractual obligations, and of the intended utilization of their services, before conclusion of the contract (self-briefing).
- (2) Offers made by Sportcast are – unless expressly declared otherwise – without engagement. The Contracting Parties shall feel bound to their offers for at least 15 working days following the receipt of their offer by Sportcast. Offers and estimates for Sportcast are always free of charge.
- (3) An Individual Contract shall only be concluded once Sportcast has placed a binding order. As a rule, the order shall be placed in writing or in text form; in urgent cases it may be made orally. In the event that the Contracting Party does not respond to an order from Sportcast with a binding declaration, an Individual Contract shall be concluded at the latest when the Contracting Party provides the services described in the order, on the basis of the binding order.

### 3. Obligations of the Contracting Party

- (1) The specific mutually owed services (e.g. provision of personnel and/or work equipment/technology as well as the remuneration) are contained in the respective Individual Contract. The Contracting Party has no right to refuse to provide service due to circumstances foreseeable at the moment of signing the contract (cf. item 2(1)).
- (2) The Contracting Party shall render the contractual services to be provided in accordance with the standards of proper professional practice and applying utmost care and diligence in compliance with the latest state of the art. They shall only deploy staff who possess the experience and professional qualifications required for providing top-quality services. Insofar as the Parties agree in the respective Individual Contract on the deployment of the Contracting Party (in person) or of particular members of the Contracting Party's staff, other members of staff may only be deployed subject to prior approval by Sportcast (in writing or per email).
- (3) The Contracting Party shall provide their services in the place and at the times agreed upon in the respective Individual Contract. Sportcast shall be entitled to change the place and/or deployment times if and as required due to the rescheduling of sporting events or other serious reasons. The Contracting Party shall comply with the change request, as long as the change can reasonably be required of them.
- (4) The Contracting Party shall deal with any other change requests submitted by Sportcast immediately. They shall notify Sportcast bindingly, within three (3) working days max., in writing or per email, if and on what terms they are willing to modify the respective Individual Contract. Sportcast shall be free to either accept or refuse said modification offer.
- (5) The Contracting Party shall be obliged to immediately inform Sportcast in writing if (for whatever reasons) agreed service times will presumably not be met.
- (6) If the Contracting Party's performance consists in providing a service and if they are unable to do so,

the entitlement to remuneration shall be lost, unless said inability to perform, lying in their person but beyond their control, only covers a relatively insignificant period of time; the planned deployment time as well as the schedule and urgency of the project shall be decisive when determining significance in this context. If the execution of a joint project is considerably hindered or jeopardized by the Contracting Party's inability to perform, Sportcast shall be entitled to terminate the agreement without notice for cause and to commission a third party as a substitute. If the inability to perform is attributable to the Contracting Party's fault, they shall reimburse Sportcast for any additional expenses incurred by said substitute commission. Any additional rights within the meaning of Sec. 280, 249 et seqq. BGB [German Civil Code] shall remain unaffected.

- (7) The Contracting Party shall name, in writing or per email, a responsible contact, incl. mobile number, postal and email address, by which the contact's reachability is guaranteed.
- (8) The Contracting Party may only engage third parties as subcontractors after obtaining prior written consent from Sportcast.
- (9) The Contracting Party shall be obliged to adequately insure the production risks – with regard to the services owed by them. Where appropriate, the details, in particular the amount of the sum insured, may be mutually agreed upon in an Individual Contract. At the request of Sportcast, the Contracting Party shall provide evidence of the existence of adequate liability insurance in the form of a written confirmation issued by the insurer. If, at the moment of signing the agreement, the Contracting Party does not possess adequate insurance cover, they shall provide for it immediately. If the Contracting Party, despite a request of Sportcast, does not provide evidence of the required insurance cover within two weeks after said request of Sportcast, but no later than five working days prior to production start, Sportcast shall be entitled to take out adequate insurance cover at the Contracting Party's expense.

#### 4. Occupational health and safety

- (1) All and any activities performed by the Contracting Party shall be carried out in compliance with the applicable accident prevention rules and occupational health and safety regulations, the venue regulations, and other applicable requirements issued by authorities and professional associations and of particular relevance in the field of renting equipment including personnel.
- (2) The Contracting Party shall ensure that, in particular during possible construction- and dismantling operations, at least one of their staff has successfully completed a first-aid training. The Contracting Party shall give Sportcast the names of all first aiders. They shall notify Sportcast promptly of any changes.
- (3) The Contracting Party shall also guarantee that they will comply with the generally accepted regulations regarding technical safety and occupational health, and that the objects or devices used by them comply with the applicable EU directives. In his context, they shall also warrant that all inspections required on the basis of legal provisions, accident prevention regulations or the manufacturer's operating instructions have been carried out with flawless results prior to using said devices, and that all operating personnel has been equipped in accordance with the regulations mentioned above.
- (4) In particular against the backdrop of the possibly high number (e.g. in stadiums) of staff working in different sectors, the Contracting Party and their staff shall, in all activities and at all times, behave in a circumspect and extremely cautious manner. The instructions of the security personnel must be obeyed at all times.
- (5) In the event of a personal injury or damage to property caused by the violation of one or several of the aforementioned obligations by the Contracting Party, their legal representative(s) or vicarious agent(s), the Contracting Party shall indemnify Sportcast at first request from any third-party compensation claims.

#### 5. Cooperation duties of Sportcast

- (1) Sportcast shall support the Contracting Party in the fulfilment of their contractual obligations, to the extent necessary.

- (2) Should Sportcast fulfil any of their cooperation duties not at all, not in time or not completely, and if this, in the Contracting Party's opinion, affects the timely performance of the contractual services, the Contracting Party shall notify Sportcast of this fact promptly and in writing. In the written notification, the omitted act of cooperation shall be described in detail; moreover, the notification shall contain a deadline, by which Sportcast shall have the right to make up for the omitted act of cooperation.

#### 6. General principles

- (1) For the entire duration of the agreement, the Parties shall inform each other continuously and immediately of any problems of any issues that may occur in connection with the contractual services.
- (2) Any staff used by the Contracting Party are subject exclusively to the Contracting Party's disciplinary authority and do not enter into any employment relationship with Sportcast during their deployment. No entitlement to an employment relationship with Sportcast shall be derived, neither for the Contracting Party (in person) nor for any of their staff, from the fact that they are doing jobs for Sportcast.
- (3) For their own staff, only Sportcast shall have the power to issue instructions. The Sportcast members of staff shall not be integrated in the Contracting Party's operations.
- (4) The reciprocal commitments shall be excluded if the Contracting Party's contractual services become impossible for reasons beyond the control of Sportcast, e.g. due to a cancellation of the sporting event issued by the event organizer (for instance if the field is not fit for play due to inclement weather conditions, or because of an unstable security situation), an official ban or force majeure.

#### 7. Transfer of rights

- (1) The Contracting Party shall transfer to Sportcast all exclusive rights, unlimited in terms of space, time and content, as well as all transferable and sublicensable rights, to all and any contractual services.
- (2) In particular, Sportcast shall be entitled to utilize the contractual services worldwide, themselves or through third parties, within the

framework of live broadcasts and/or time-shifted broadcasts on television, on the Internet and/or other media, and/or for recordings and distribution of recordings through any media. The transfer of rights shall also cover exploitation by means of technologies that may be developed in future (as yet unknown types of exploitation).

- (3) In addition, the Contracting Party shall transfer to Sportcast those rights to the contractual services in particular that have been stipulated in the enclosed **Annex ("Catalogue of Rights")**.
- (4) The transfer of rights shall also cover any possibly necessary consents under ROP (e.g. right in one's image, naming rights) given by the Contracting Party (or their staff) and also all other existing or arising industrial property rights to the extent required for the exploitation of the contractual services. The Contracting Party shall waive their right of mentioning their name.
- (5) This transfer of rights shall also include any remuneration claims under copyright law – insofar as the law permits their transfer – in particular within the meaning of Sec. 20 b, 27 (1) and (2), 45 a, 46, 47, 52, 52 a, 54, 54 a, 78 (2) items 1, 2 and 3; 86, and 94 (4) UrhG (German Copyright Act).
- (6) Moreover, the Contracting Party shall transfer any possible rights to the concrete results of their contractual services (in particular all property rights) as soon as they arise.
- (7) The Contracting Party shall guarantee that they shall waive their right of access as per Sec. 25 UrhG vis-à-vis Sportcast and any third parties involved in the stipulated exploitation of the transferred rights. Insofar as the Contracting Party enjoys rights within the meaning of Sec. 41 UrhG, they may not assert them before the expiration of five years after broadcasting. Should the Contracting Party have failed to transfer all rights to the types of use known at the moment of signing the agreement, the Contracting Party shall commit to transferring these non-transferred rights on the terms stipulated in the respective agreement.
- (8) The Parties agree that the transfer of rights shall also apply to the services provided by the Contracting Party in

connection with the contractual services, prior to signing the respective Individual Contract.

- (9) Sportcast shall be entitled to transfer the transferred rights in whole or in part to third parties, to grant said third parties exclusive or non-exclusive usage rights and/or transfer the rights to them for exploitation and/or further broadcasting/distribution.
- (10) Insofar as said rights have already been created or acquired, the transfer of rights shall occur at the moment of signing the respective agreement; apart from that at the moment of their creation or acquisition. Sportcast hereby accepts the transfer of rights. The transfer of rights shall remain unaffected by a possible termination of an agreement.
- (11) Sportcast shall not be obliged to utilize the transferred rights or to exploit, in whole or in part, the contractual services.
- (12) The Contracting Party declares that they have the right to transfer the usage rights under item 7 above and, in particular, that no third-party usage rights exist that preclude this transfer of rights. Moreover, the Contracting Party guarantees that the contractual services do not violate any third-party rights in any way. The Contracting Party shall indemnify Sportcast at first request from any third-party claims that may be asserted against Sportcast following a violation of these guarantees. This indemnity obligation shall also cover any legal fees incurred by Sportcast for fending off third-party claims, including any lawyer's fees.

#### **8. Remuneration; expenses**

- (1) Remuneration shall be based on the conditions stipulated in the respective Individual Contract. The Parties may also agree that for the duration of a specified period (e.g. one Bundesliga season) a standard rate that is defined once shall apply.
- (2) Any overtime worked shall only be compensated if approval has been obtained from Sportcast in writing or per email beforehand. Circumstances that the Contracting Party may have recognized at the moment of signing the agreement (cf. item 2 (1.)) do not justify any claims for additional remuneration.

- (3) To avoid misunderstanding, it is expressly stated that with the contractual remuneration the transfer of rights stipulated under item 7 will have been entirely compensated (Total Buy-Out).
- (4) Sportcast shall refund any expenses incurred by the Contracting Party (such as expenses and travel expenses incl. accommodation, journeys, food etc.) on production of proof, to the extent agreed by the Parties in compliance with the currently valid Sportcast travel expense guidelines, and only to the extent determined in the valid travel expense guidelines.
- (5) Remuneration for the Contracting Party shall be due for payment within 30 days after receipt of a proper invoice by Sportcast.
- (6) The Contracting Party shall have no rights of set-off or retention if the underlying claims have not been deemed to be undisputed or legally binding. The Contracting Party may only assign their claims to third parties – without prejudice to Sec. 354a HGB (German Commercial Code) – after obtaining written consent from Sportcast.
- (7) If the sporting event during which the Contracting Party is supposed to provide their contractual services is cancelled for reasons beyond the control of Sportcast, e.g. due to a cancellation of the sporting event issued by the event organizer (for instance if the field is not fit for play due to inclement weather conditions, or because of an unstable security situation), an official ban or force majeure, without making the Contracting Party's contractual services impossible, Sportcast shall be entitled to an extraordinary termination of the Individual Contract in question with immediate effect, by informing the Contracting Party of the cancellation of the sporting event. In such a case, Sportcast shall again offer the respective commission to the Contracting Party once a new date has been set for the cancelled sporting event. On the calendar day on which the sporting event was supposed to take place, the right of extraordinary termination of the Individual Contract in question as per sentence 1 of this item (7) shall be excluded.

#### **9. Duration and termination**

- (1) The contractual period commences on the inception date stipulated in the Individual Contract. However, the provisions of the Individual Contract and of these GTC shall have retroactive effect on all services provided pre-contractually, which shall be deemed to have been settled in full by payment of the contractual remuneration. The duration and deadlines for ordinary termination are defined in the respective Individual Contract. Insofar as no termination period is defined in the Individual Contract, Sportcast shall be entitled to effect a standard termination of the respective Individual Contract by the end of the month with one month's notice.
- (2) The right of both Parties to termination without notice for good cause shall remain unaffected. Good cause shall be deemed to exist, in particular, if the other Party acts in breach of their obligations stipulated in this agreement.
- (3) Any termination must be made in writing.

#### **10. Damages**

- (1) Except in the event of a breach of essential contractual obligations, Sportcast shall only be liable for damages if and insofar as Sportcast, their legal representatives, executives or other vicarious agents are culpable of intent or gross negligence. In the event of a breach of essential contractual obligations Sportcast shall be liable for any culpable conduct of their legal representatives, executives or other vicarious agents, the notion of "essential contractual obligations" being understood as obligations, the fulfilment of which mainly facilitates the proper performance of the agreement, the compliance of which the registered users may normally rely on, and the violation of which jeopardizes the achievement of the contractual purpose.
- (2) Except in the event of intent or gross negligence on the part of legal representatives, executives or other vicarious agents, the liability of Sportcast shall be limited to the amount of damage typically foreseeable at contract conclusion.
- (3) Any claim for damages on the basis of indirect losses, in particular loss of profit, shall only exist in the event of

intent or gross negligence on the part of legal representatives, executives or other vicarious agents of Sportcast.

- (4) The liability of Sportcast for a loss of data shall be limited to the typical recovery expense that would have been incurred in case of regular data backups.
- (5) The aforementioned limitations of liability shall not apply in the event that Sportcast expressly assumes guarantees, nor to damages arising from wrongful death, personal injury or health impairment, or in the case of mandatory legal provisions.

#### **11. Confidentiality; records**

- (1) The Parties shall commit to keeping secret all confidential information acquired from the other Party in connection with the execution of the agreement, in particular to not making them available to any third party and to using them only within the framework of fulfilment of the agreement. The confidentiality obligation shall not apply to individuals who are authorized to have knowledge and who are obliged under law or contract to observe confidentiality, or if the other Party has consented to the disclosure. Confidential information for the purpose of this provision means information, documents, details and data that have been marked confidential or have to be considered as confidential by their very nature (in particular

remuneration agreements). The notion of confidential information does not cover information which (i) is or will be in the public domain or generally available (unless due to a violation of this agreement by the informed Party or one of their representatives); which (ii) had already been lawfully obtained without confidentiality obligation by the informed Party before they obtained it from the informing Party; or which (iii) had been obtained from a third party authorized to disclose the information without restriction.

- (2) The existence of any of the aforementioned exceptions shall be proven by the Party invoking it.
- (3) If one Party is obliged to make confidential information of the other Party available to a public authority in the aforementioned sense, they shall have the right to do so; the other Party shall be notified promptly and, if at all possible, before disclosing the information to the public authority.
- (4) All documents and data made available by Sportcast shall be kept in a safe place and returned or – if Sportcast consents in writing or per email – deleted immediately as soon as they are not required any more for the performance owed.
- (5) The rights and obligations under this item 11 shall remain unaffected by a possible termination of this agreement.

#### **12. Miscellaneous**

- (1) All Individual Contracts including these GTC shall be exclusively governed by the laws of Germany as to their application and interpretation. The application of the UN Convention on Contracts or the International Sale of Goods dated 11 April 1998 shall be excluded.
- (2) The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Cologne. However, Sportcast shall also be entitled to assert claims at the general place of jurisdiction of the Contracting Party.
- (3) In the event of discrepancies between an Individual Contract and these GTC, the provisions of the Individual Contract shall take precedence over these GTC.
- (4) There are no verbal collateral agreements. Any alterations or amendments to an Individual Contract or to these GTC – including this written form clause – require the written form in order to be effective.
- (5) The possible invalidity of individual provisions in these GTC shall not affect the validity of the other provisions. The invalid provision shall automatically be replaced by such other provision coming as close as possible – to the legally permissible extent – to the economic meaning and purpose of the invalid provision. The same shall apply to any legal loopholes.

## Annex: Catalogue of Rights

The transfer of usage rights that are unlimited in terms of space, time and content, includes in particular the right to use the contractual services (hereinafter called "Contents"), fully or partially processed or unprocessed, also in combination with other works, parts of works or other services, in particular as described hereinafter:

- (1) The broadcasting right, i.e. the right to make the Contents available to the public simultaneously, in analog mode or digitally, by radio, such as radio- and TV broadcasting, by wire (Hertzian waves, laser, microwaves, DVB, etc.), grid-bound or via similar technical facilities, wholly or partially, in all known or future standards and systems (e.g. SD- and HDTV, interactive television). This shall apply to any number of broadcastings, to all possible transmission methods (e.g. terrestrial transmitters, cable television including cable retransmission, satellite television including direct satellites, streaming via telecommunication networks, powerline or broadband networks with or without download (e.g. IPTV, IP Audio, Web TV) and/or a combination of these broadcast modes), and irrespective of the legal form the respective broadcaster may have (public or private, commercial or non-commercial television). This includes the right of public reproduction of broadcasts.
- (2) The presentation right, i.e. the right to make the Contents perceptible in part or in full, any number of times, via technical facilities such as television and loudspeakers, e.g. as a live broadcast, independent of the technical configuration of the demonstration system and the image-/sound storage media. The presentation right refers in particular to all film- and substandard film formats (e.g. 70, 35, 16, 8 mm) as well as to electromagnetic (video) systems, and comprises the commercial and non-commercial screening and the presentation of live broadcasts. This includes the right to make the Contents publicly perceptible in part or in full e.g. in pubs/restaurants, at so-called "public viewing" events (watch parties), in cinemas, at trade fairs, sales exhibitions, festivals, competitions, and at similar events.
- (3) The videogramme right, i.e. the right of reproduction and distribution of the Contents on all and any analog and digital storage media (hereinafter called "Storage Media"), such as all kinds of image-/sound storage media, in particular by selling, renting, lending, and any other way of surrendering to third parties, for the purpose of public, private, commercial and non-commercial communication. This right comprises in particular all and any audio-visual systems such as video cassettes, video discs, video tapes, video CDs, hard discs, CD-I, CD-I-Music, photo CD portfolio, CD-DA, EBG (Electronic Book Graphic), EBXA, CD-ROM, CD, MD, laserdisc, DAT (Digital Audio Tape), DVD (Digital Versatile Disc), Blue-ray Disc, DCC (Digital Compact Cassette), photo CD, CD-ROM-XA, diskettes, chips, CD-Recordable, Multi-Optical-Disk (Mo-CD), HD-CD (High Density CD), 3DO, MMCD, SDD, USB flash drives, flash cards, SD cards, magnetic tapes, magnetic tape cartridges, cassettes, photo books, diskettes and chips, independent of the technical configuration of the system in question. This also comprises the production, reproduction and distribution of Storage Media on which the Contents are not stored in full so that, for the user to receive the Contents, the transmission upon individual request of the missing data part of the Contents and/or an authentication key and/or legitimation key is required.
- (4) The reproduction and distribution right, i.e. the right of arbitrary reproduction and distribution of the Contents within the framework of the transferred types of use – also on other storage media than the originally used analog and digital ones, such as image-/sound storage media as defined under item (3), in particular
  - a. in newspapers and magazines (this also includes reprints or separate prints of extracts or other special editions) and/or other periodical and/or non-periodical publications,
  - b. in other printed editions, in particular in book form in all print runs and editions (including special print editions, such as book club-, pocket book-, paperback-, school book-, reprint-, abridged (digest) editions, complete and other editions).
- (5) The reproduction right for broadcasting purposes, i.e. the right to reproduce and store the Contents on all and any analog and digital storage media, such as image-/sound storage media as defined under item (3), and to broadcast the Contents repeatedly any number of times.
- (6) The cable retransmission right, i.e. the right to use the Contents in cable pilot projects and/or retransmit the Contents simultaneously and unaltered in telecommunication networks. Sportcast shall be entitled to claim all revenue generated by cable retransmission.
- (7) The communication to the public right within the meaning of Sec. 19a UrhG (German Copyright Act), i.e. the right to make the Contents available or transmit them to members of the public, through a wire-based and/or wireless connection by means of analog, digital and/or other transmission technologies including all bandwidths, resolution standards (e.g. SD, HD), irrespective of the data compression method and/or data rate, with or without (temporary) storage, via broadcasting-, telecommunications- and/or other services, encrypted or unencrypted, as a whole and/or in parts, in such a way that the Contents are available to them at a place and time of their choice, in particular via data retrieval, regardless of whether the Contents are e.g. stored, temporarily stored or immediately decrypted at the user's or recipient's. This comprises in particular
  - a. The exploitation by way of Transactional VOD and Subscription VOD, i.e. the provision, for a fee, of the Contents for downloading and/or streaming to use the Contents for a limited period of time (in the case of TVOD e.g. for up to 24 or 48 hours after the first retrieval of the Contents, and in the case of SVOD e.g. until the end of the respective end customer contract period), irrespective of whether the Contents can be retrieved any number of times or only once during said period. The fee may be charged e.g. for every single retrieval (with TVOD) or as a lump sum for a choice of several Contents (with SVOD).
  - b. The exploitation by means of Electronic Sell-Through (EST) or Download-To-Own, i.e. the provision, for a fee, of the Contents for downloading and being granted the possibility to (i) save one duplicate copy of the Contents e.g. on a receiver or a server and/or (ii) retrieve the contents from an external storage location (e.g. a server) any number of times for an unlimited period of time (Cloud Service or Digital Locker).
  - c. The exploitation by means of Free VOD, i.e. the provision, free of charge, of the Contents for downloading and/or streaming.
- (8) The transfer of rights shall include the right to produce and distribute one's own duplicate copies as required and/or have them produced and distributed by third parties, and also the film producer's performance protection rights as per Sec. 94, 95 UrhG.
- (9) The right to edit, i.e. the right to – under proper and correct protection of the moral rights – shorten, divide, cut, develop the Contents or have them developed by third parties; to combine them with other works, parts of works or other performances; to determine a new title, replace parts of the Contents or process the Contents in any other way; or to interrupt them by commercials and/or sponsorship announcements and/or combine them with commercials and/or sponsorship announcements. This includes in particular the right to make the Contents perceptible simultaneously to commercials (Split Screen), and to insert corner graphics, product placements, and sweepstakes. Moreover, the right to edit comprises the right to form a unit of the Contents on so-called multimedia products with other contents of different forms of expression (means of communication), such as language, text, music, sound/noises, still and moving images, and to exploit these edits in accordance with the granted usage rights. In particular, the right to edit also comprises the right to transfer the Contents into other formats, such as graphics for computer games or for other software. In this context, the term 'computer game' encompasses any form of interactive game in the form of a software that can be played by one or more players on a stationary terminal (e.g. PC, game consoles such as PlayStation or Xbox) and/or a mobile terminal (e.g. handheld devices such as PlayStation Vita, mobile phones, tablet PC) online and/or offline (this also includes browser-based online games).

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- (10) The synchronization right, i.e. the right to synchronize the Contents in other languages, synchronize them anew or post-dub them, produce subtitled or voice-over versions or to have any of this done by third parties, and to exploit these edited versions in accordance with the usage rights granted under this agreement; and the right to translate texts into other languages.
- (11) The right to promote and advertise the Contents and the right to exploit clips of the Contents, i.e. in particular the right to use the Contents in whole or in part, unedited or edited, any number of times, in particular in extracts on analog and digital storage media, such as image-/sound storage media as defined under item (3), in particular to use the Contents or clips of the Contents for advertising purposes in all media, e.g. in trailers/previews, on television, at the cinema, on the Internet (e.g. in Social Media), on the radio or in printed media (advertisements, posters, billboards, channel announcements, etc.) or other advertising media, irrespective of the types of technology/media used for this, with or without reference to the Contents, and to exploit them in accordance with the usage rights that continue to be granted.
- (12) The title right, i.e. the right to exploit the title of the Contents and/or the work produced using the Contents to the same extent as the work and/or the Content and/or the artistic performance itself. This includes the right to change or replace the Contents title – if applicable, also after publication – or to use it for third-party contents.

- (13) The merchandising right, i.e. the right to commercially exploit the Contents by manufacturing and distributing goods of any kind (e.g. dolls, toys, soft toys, sporting goods, household-, bathroom- and kitchen goods, garments, printed media including comic strips, software) and/or of the media defined under item (3), and/or the marketing of services of all kinds (e.g. the organization of events of all kinds, such as sporting events, so-called "public viewing" events (watch parties), fairs/exhibitions, parties/celebrations, etc.), using events, names, titles, characters, images of individual or all participants, with or without reference to the Contents, including the right to exploit the Contents as a whole or in part by manufacturing and distributing games and/or computer games within the meaning of item (9) and/or other multimedia productions and/or other formats, and to use such elements or edited or unedited extracts of the Contents to advertise and promote goods and services.
- (14) The archiving right, i.e. the right to archive the Contents including abstracts/epitomes or other summaries in any form, and capture, in particular in digitalized form, and save them on all known storage media, in particular on all and any media mentioned under item (3), together with other works, parts of works or other performances, equip them with a retrieval software, to save them on any type of data carrier, duplicate these data carriers in any format, rent and/or distribute them, and also to transmit the Contents by means of remote data transmission (with or without download) to third-party computers or other receivers, and also to allow the respective end customer to make e.g. printouts on paper. This also comprises the right to use the Contents within the framework of one's own or a third-party EPG (Electronic Programme Guide).
- (15) The subsidiary printing right, i.e. the right to make, duplicate and distribute illustrated or non-illustrated books, booklets, comics, analog and digital storage media, such as image-/sound storage media as defined under item (3) including audio- and videotext, etc. that have been derived from the Contents by way of reproduction or re-narration of the Contents – also in an altered or redesigned form – or by means of photographic, drawn or painted illustrations or similar.
- (16) The recording right, i.e. the right to make, duplicate and distribute records, tape cartridges or other analog and digital storage media, such as image-/sound storage media of all kinds as defined under item (3), which are created using the sound of the Contents or re-narrating, redesigning or otherwise editing the Contents, and also the right to broadcast or publicly perform such sound carriers over the radio.
- (17) The right to create any number of remakes, i.e. to insert single items contained in the Contents, in particular characters, motifs and designs, into other Contents (e.g. as a prequel or sequel), as a whole or individually.
- (18) The playlist retrieval right, i.e. the exploitation of Contents or parts thereof, with end customers being able to dial into the data processing system of a provider via an appropriate terminal (e.g. PC, PDA, mobile phone, set top box, etc.), e.g. in combination with a Smart Card, irrespective of the transmission route for this dial-up process. Once the identity of the end customer has been verified, for instance by entering their PIN and/or by verification of their Smart Card ID, they will be able to retrieve the Contents saved in the data processing system beforehand and freely determine the time the transmission commences. The data retrieved will then be transmitted via appropriate transmission routes, e.g. via satellite, to a storage medium in the end customer's terminal where they will be decrypted, i.e. reconverted into images and made visible once transmission has been completed, with the possibility to re-retrieve, fast-forward, stop or rewind said data. The major advantage of this data transmission is that the Contents can be transmitted to any number of end customers but can only be decrypted subsequent to a successful authentication, e.g. if PIN and Smart Card ID match.
- (19) The right to publish the Contents without mentioning their originator.
- (20) The right to arbitrarily use the Contents as a trademark or other sign for company- or product presentation and/or -identification, including the right to apply for industrial property rights with regard to the Contents.
- (21) The rights transferred within the meaning of this agreement shall apply
  - a. Irrespective of the design of the legal relationship with the end customer, in particular whether the Contents are provided to the end customer for a fee (e.g. basic pay, pay per view, pay per month, transaction-based or subscription-based) or free of charge (e.g. free TV, free ad-based VOD or free VOD); and irrespective of how the Contents are combined with advertising. This comprises in particular the right to display banner ads, pop-up windows, frames, hyperlinks, and metatags in the Contents. This also comprises the right to interrupt or divide the Contents in order to broadcast commercials and/or programme promotions and/or other programmes during said interval or simultaneously by means of a split screen, and also the right to insert a commercial bumper before the commercial break; sponsorship announcements before, during and/or after the Contents, and also corner graphics into the running programme. Moreover, this comprises the right to insert references to other files or servers (e.g. links, hyperlinks), references to added-value service numbers (e.g. 0190 numbers) or internet addresses;
  - b. Irrespective of whether the Contents are exploited within a closed (so-called "Closed Circuits", such as in hospitals, on planes, in hotels, vehicles, schools) or an open user group;
  - c. Irrespective of whether the Contents are marketed or offered to end customers together with other contents and/or services (so-called Bundling);
  - d. Irrespective of whether the Contents are exploited encrypted or unencrypted or what encryption systems are used;
  - e. Irrespective of which technology the exertion of rights is based on. In particular, the transfer of said exploitation rights is not bound to the form of data transmission (analog or digital), the means of data transmission currently in use, or the end customer's terminal. In particular, Sportcast is entitled to facilitate access via any type of device or equipment technically able to retrieve and/or display the Contents provided. Access may in particular occur with the aid of stationary terminals (e.g. TV sets, Smart TVs, Personal Computers, set top boxes for digital TV, game consoles such as PlayStation or Xbox, or Internet terminals) and/or mobile terminals, in particular mobile phones (via WAP, SMS, i-mode and future standards), smartphones, electronic organizers, so-called Personal Digital Assistants, laptops, tablet PCs, and handheld devices such as PlayStation Vita; via wire-based connection routes (e.g. telephone networks, television cable, powerline, ISDN, DSL, VDSL, permanent Internet connection, etc.) and/or via wireless connection routes (e.g. wi-fi, Wireless Local Loop), satellite, radio (in particular DVB-H), mobile networks (WAP, GSM, CDMA, HSCSD, GPRS, 3G, UMTS, 4G, LTE, Wireless LAN) and/or by way of synchronization with other electronic devices (e.g. via cable- and network connections, Bluetooth or Infrared), and on the basis of different transmission standards and display formats (e.g. TCP/IP, SMS, MMS, EMS, PMS, Smart messages, DVB, HTML, WML, cHTML, email).
- (22) As yet unknown types of exploitation: The Contracting Parties are aware of the fact that single types of exploitation mentioned in this Catalogue of Rights may, for the time being, not be fully assessed as regards their future economic benefits. The Contracting Party expressly agrees that Sportcast shall be granted exploitation rights of all types of exploitation known today but as yet difficult to assess economically, and also all exploitation rights of any type of exploitation hereafter devised. In the event that the transfer of rights with regard to the as yet unknown types of exploitation is revoked in whole or in part due to an inalienable legal right of revocation, or is or becomes void for other reasons, the Contracting Party shall be obliged to first offer the rights of as yet unknown types of exploitation to Sportcast, prior to any licensing to a third party. Should the Contracting Party and Sportcast not be able to reach an agreement as to the acquisition of such rights within ten (10) weeks after submission of the offer, the Contracting Party may license these rights to a third party upon expiry of that period of time, but only on conditions more favourable for the Contracting Party compared to those of the latest offer made to Sportcast. Moreover, these rights shall be offered once again to Sportcast before transferring them to a third party, under the conditions specified in the agreement with said third party. Sportcast shall exercise this pre-emption

right in writing within 14 days after receipt of the notification; otherwise the Contracting Party shall be entitled to transfer the rights to third parties under the conditions communicated to Sportcast.

- (23) Granting of rights in relation to foreign legal systems: The Contracting Party shall grant Sportcast any possible copyright to the Contents, with effect in all foreign jurisdictions that permit such assignment ("Copyright Assignment"). Sportcast shall be entitled to have this assignment recorded in the appropriate competent registers (e.g. United States Copyright Office). Moreover, the granting of rights shall also apply to as yet unknown types of exploitation, with effect in all foreign jurisdictions that permit such assignment. Insofar as these legal systems provide that Sportcast as the licensee has to grant the Contracting Party corresponding participations, Sportcast shall commit to make these payments to the Contracting Party at the moment of using the Contents applying these as yet unknown types of exploitation. Beyond the aforementioned rights and powers, this granting or assignment of rights shall, insofar as statutorily permissible, be regarded as an agreement on a "work made for hire" within the meaning of US law.