

Sword Sports & Events

Sword Venue

Software Terms

Acceptable Use Policy

Sword Sports & Events and its affiliates

Route de Crassier 7

CH-1262 Eysins

Switzerland

Introduction

Sword has the right and title to license the Software, and has agreed to grant to the Customer a licence to use the Software on the terms and conditions set out in an Agreement, and to provide Services on the terms and conditions of the related Agreement.

This document is an extract of the **Standard Terms & Privacy** related to **Acceptable Use Policy**.

Obligations of the Customer in respect of the Software

- 1 The Customer shall access and use the Software, and may sub-licence its Affiliates and Divested Entities to access and use the Software, to process data for its and their own internal business purposes only, and in particular where relevant for the purpose set out in the relevant Transaction Documents, and shall not make the Software available for access or use by any person or entity other than the Users (or Beneficiaries where agreed). Under no circumstances shall the Customer in its use of the Software act as a service bureau or an application service or managed services provider.
- 2 Sword may audit the Software regarding the name and password for each User, and/or require such information from the Customer as to Use of the Software and the number of Users and/or employees as Sword may reasonably require, which information the Customer shall provide promptly to Sword. Such audit may be conducted no more than once per quarter, at Sword's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Customer's normal conduct of business. If such audit reveals that the number of Users (or Beneficiaries) has been exceeded, or where Charges are by reference to the number of employees within the Customer's organisation, that the number of employees exceeds the number in the bracket for which the Customer has paid Charges, the Customer shall pay to Sword such Charges as would have been levied (in accordance with Sword's Charges per User or Beneficiary current at the date of the audit) had it paid for the correct number of Users or Beneficiaries or for the correct price bracket, together with interest at the rate provided in clause 6.8 from the date unauthorised use commenced to the date of payment. Subject to such breach not being a persistent or deliberate breach by the Customer and the Customer paying the correct Charges from such date, Sword shall not pursue any further remedy against the Customer in respect of such breach. Sword shall give notice in writing to the Customer at such time as it considers a breach to be persistent or deliberate and any further breach of the same or of a similar nature shall permit Sword to exercise its rights for material breach not capable of remedy under clause 16.
- 3 Sword additionally reserves the right to require the Customer from time to time to submit a declaration of compliance with the provisions of this Agreement, including in relation to the number of employees within the Customer's organisation from time to time, such declaration to be provided within 60 days of the Customer's receipt of such request.
- 4 The Customer shall not:
 - i. attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

- ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
 - iii. access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Hosting Services.
- 5 The Customer shall provide all assistance as may reasonably be required by Sword under this Agreement.