These terms ("Terms") cover the use of ST37's consumer products (electronic software & applications), websites and services listed here (the "Services"). You accept these Terms by creating a Skouting account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

# **Table of Contents.**

- 1. Your Privacy.
- 2. Your Content.
- 3. Code of Conduct.
- 4. Using the Services & Support.
- 5. Using Third-Party Apps and Services.
- 6. Service Availability.
- 7. Updates to the Services or Software, and Changes to These Terms.
- 8. Software License.
- 9. Payment Terms.
- 10. Contracting Entity, Choice of Law, & Location for Resolving Disputes.
- 11. Warranties.
- 12. Limitation of Liability.
- 13. Service-Specific Terms.
- 14. Miscellaneous.
- 15. Claims Must Be Filed Within One Year.
- 16. Export Laws.
- 17. Unsolicited Ideas.
- 18. Covered Services.

# 1. Your Privacy.

Your privacy is important to us. Please read the ST37 Privacy Policy (the "Privacy Policy") as it describes the types of personal data we collect from you and your devices ("Data") and how we

use your Data. The Privacy Policy also describes how ST37 uses your content, which is your communications with others; postings or feedback submitted by you to ST37 via the Services; and the files, photos, 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 ST37's collection, use and disclosure of Your Content and Data as described in the ST37 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 it is your responsibility.

- 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. ST37 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. When you use the Service to share your Content with other people, you acknowledge that it is your responsibility, as Content owner to ensure that your Content is fully compliant with data protection regulations applicable in your Territory. This includes (but is not limited to) the compliance with the data protection customer rights, such as editing, modifying and deleting Personal Data included in your Content.
- c. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve ST37 products and services, you grant to ST37 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.

### d. CONTENT FROM YOUTUBE.

e. ST37 accesses public Content from third-party social networking services (SNS), such as YouTube. ST37 uses YouTube APIs, and by using YouTube Content within ST37' Sites and Services you are agreeing to be bound to YouTube's Terms of Service, which can be found at <a href="https://www.youtube.com/t/terms">https://www.youtube.com/t/terms</a> and Google's Privacy Policy, which can be found at <a href="http://www.google.com/policies/privacy">http://www.google.com/policies/privacy</a>. Third-party social networking services, such as

- Google and YouTube, may update their Terms of Service and Privacy Policies from time to time, and ST37 is not responsible for your review of any changes or updates to these. We recommend that you review YouTube's Terms of Service and Google's Privacy Policy regularly.
- f. Users may use ST37 Services using content from third party sources, such as YouTube, if this content has been made available by the content owner. The sharing rights of this content remain with the content owner. ST37 have no responsibility to display content on ST37 Services should the content owner disable playback on other websites. If customers decide to use content from third party sources such as YouTube to create and analyze videos, but the content owner subsequently changes the sharing rights of this content, ST37 are not held responsible to ensure that this video can be accessed using ST37 services.
- g. Users of Free Accounts grant ST37 non-exclusive, fully-paid, irrevocable, transferable, sublicensable licenses to access, review, use, copy, modify, create derivative works of, reproduce and analyze (collectively "Process") your content to allow ST37 to improve ST37AI and provide personalized services to you. Without limiting the generality of the foregoing, in respect of your content, you irrevocably allow ST37:
  - (a) to Process such Uploads through machine learning, algorithmic optimization, human analysis, and similar approaches to produce the Results;
  - (b) to Process content for the sole purpose of improving ST37AI through machine learning, algorithmic optimization, human analysis, and similar approaches.
- h. Users of Premium Accounts grant ST37 license to access, review, use, copy, modify, create derivative works of, reproduce and analyze (collectively "Process") your content to allow ST37 to improve ST37AI and provide personalized services to you. Without limiting the generality of the foregoing, in respect of your content, you irrevocably allow ST37:
  - (a) to Process such Uploads through machine learning, algorithmic optimization, human analysis, and similar approaches to produce the Results;
  - (b) to Process content for the sole purpose of improving ST37AI through machine learning, algorithmic optimization, human analysis, and similar approaches.

ST37 owns all right, title, copyright, and other intellectual property rights and interest in the results, ST37 and the materials. Except as expressly provided for in these Terms, no license, right or interest in ST37, the materials and any results is granted to you or Licensee. The grant of this license does not permit dissemination or publication of ST37, the results or the materials through any public forum or to any person not covered by this agreement, i.e., other than you and the Licensee.

ST37 reserves the right to access, review, use, copy, modify, create derivative works of, reproduce and process Results for the purpose of improving ST37 or any of its products

or services through machine learning, algorithmic optimization, human analysis, and similar approaches.

#### 3. Code of Conduct

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

- 1. Don't do anything illegal.
- 2. Don't engage in any activity that exploits, harms, or threatens to harm children.
- 3. 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.
- 4. 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.
- 5. Don't circumvent any restrictions on access to or availability of the Services.
- 6. 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).
- 7. 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).
- 8. Don't engage in activity that violates the privacy or data protection rights of others.
- 9. Don't help others break these rules.

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 Skouting 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, ST37 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. To access many of the Services, you'll need a Skouting account. Your Skouting account lets you sign in to products, websites and services provided by ST37.
  - i. Creating an Account. You can create a Skouting account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your Skouting account. In some cases, a third party, like your organisation or enterprise, may have assigned a Skouting account to you. If you received your Skouting account from a third party, the third party may have additional rights over your account, like the ability to access or delete your Skouting account. Please review any additional terms the third party provided you, as ST37 has no responsibility regarding these additional terms. If you create a Skouting 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 Skouting 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 Skouting account.
  - ii. Account Use. For a Free Skouting account, you must use your account to keep it active. This means you must sign in at least once in a year period to keep your Skouting 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 Skouting account is inactive and will close it for you. Please see section 4(a)(iv)(2) for the consequences of a closed Skouting account. If we reasonably suspect that your Skouting account is being used by a third party fraudulently (for example, as a result of an account compromise), ST37 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.
  - 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 Skouting account. If you are the parent or legal guardian of a minor that creates a Skouting account, you accept these Terms on the minor's behalf and are responsible for all use of the Skouting 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 Skouting account at any time and for any reason. When you ask us to close your account, we will put it in a suspended state for 90-days 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.

- 2. If your Services are canceled or Skouting 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 Skouting account or will otherwise disassociate it from you and your Skouting account (unless we are required by law to keep it).
- b. Work or School Accounts. You can sign into certain ST37 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 ST37 has with you or your organization and these terms do not apply.
- 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, Bluetooth connection, cameras or microphones and other hardware. You are responsible for providing all connections, plans, and/or equipment and hardware 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 Skouting account.
- e. Support. Customer support for the Services is available at <a href="mailto:support@st37.fr">support@st37.fr</a>. The Services might not be compatible with software or services provided by third parties, and you are responsible for familiarizing yourself with compatibility requirements.

# 6. Service Availability.

a. The 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 Skouting 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 ST37 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 Skouting account and, if you are a parent or guardian, help your minor child close his or her Skouting 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. ST37 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. 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 ST37 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 ST37. Notices, if any, for the third-party code are included for your information only.
- b. Delivered electronically, the Services and results from the artificial intelligence (including the Software Product) are licensed, not sold, and ST37 reserves all rights to the software not expressly granted by ST37, 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 ST37 expressly authorizes you to do so;
  - iv. transfer the software, any software licenses, or any rights to access or use the Services;
  - v. 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;
  - vi. enable access to the Services or modify any ST37-authorized Services by unauthorized third-party applications.
- c. ST37 may at any point in time stop providing any technical support for the Services (including the Software Product), should ST37 estimate that the quality of the support it can provide can no longer be guaranteed for one of the following reasons:
  - i. the Service was designed and launched to be installed in a software environment which is no longer supported (E.g. Operating system).
  - ii. b. the Service was designed and launched to be installed in a hardware environment which is deemed obsolete and incompatible with the Services (E.g. CPU architecture).

# 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. Your bank might charge you additional fees when you use a debit or credit card. 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. 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 ST37 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 ST37 to charge you for the Services or available content using your payment method; and (iii) authorize ST37 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 ST37 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 ST37. By authorizing recurring payments, you are authorizing ST37 to process such payments as either electronic debits, fund transfers, or PayPal 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, ST37 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, and that no other specific terms have been agreed upon in the Service Offer you accepted, all ST37 subscriptions renew for an additional 1-year Term, unless ST37 receives notice of Customer's intent not to renew at least 30 days before the end of the Term or Renewal Term. Should the price of your service change for the next Term, ST37 will notify you of this in accordance with section 9(k). Once we have notified you about applicable price changes, we will automatically renew your Services at the end of the current Term and charge you the then current price for the renewal term, unless you have chosen to cancel the Services.
- f. Online Statement and Errors. ST37 will provide you with an online billing statement, 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 ST37 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 ST37 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. This refund policy does not affect any statutory rights that may apply.
- h. Canceling the Services. You may cancel a Service at any time, with or without cause. 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. 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. ST37 may offer Services for free for a trial period. ST37 reserves the right to charge you for such Services (at the normal rate) in the event that ST37 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 60 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.
- I. 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.

If you accepted these Terms by creating a Skouting account or using ST37 products, you and we irrevocably agree to the exclusive jurisdiction and venue of the courts of the Pau, France for all disputes arising out of or relating to these Terms or the consumer Services.

#### 11. Warranties.

a. ST37, 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." ST37 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.

### 2. 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 ST37 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. ST37 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 ST37'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). ST37 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. Skouting Account

- i. Storage Allocation. If you have more content stored in your Skouting account than is provided to you under the terms of your free or paid subscription service for Skouting and you do not respond to notice from ST37 to fix your account by removing excess content or moving to a new subscription plan with more storage, you will not be able to add content without upgrading your plan.
- ii. Service Performance. Depending on factors such as your equipment, internet connection and ST37's efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content on Skouting.

### 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.

ST37 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 ST37 through the Services or otherwise, you acknowledge and agree that ST37 shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

**Notices and procedure for making claims of intellectual property infringement.** ST37 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 <a href="mailto:support@st37.fr">support@st37.fr</a>. In appropriate circumstances, ST37 may disable or terminate accounts of users of ST37 services who may be repeat infringers.

**Copyright and trademark notices.** The Services are copyright © 2021 Sport et Technologie SAS and/or its suppliers, 2 avenue du Président Pierre Angot 64000 Pau, France All rights reserved. ST37 and the names, logos, and icons of all ST37 products, software, and services may be either trademarks or registered trademarks of ST37 in France and/or other countries. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in these Terms are reserved. All rights reserved.

### 18. Covered Services.

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

- Skouting Account (corresponding to a combination of 1 or more ST37 product)
- 2. Video Replay
- 3. Video Analysis
- 4. Video Streaming
- 5. ST37 IA

Products described under 18 can be licensed in three different ways:

- 1. Named User license with yearly subscription.
  - a. License validity: 1 year

- b. Product delivery and management: Through a named Skouting Account for each user.
- c. Technical Support: Standard for one year following the purchase of the solution (as new customer or as a renewing customer)
- d. Updates (product evolution): Systematically upon release
- e. Updates (security): Systematically upon release
- f. Upgrades: Included in yearly fee
- 2. Named User license with monthly subscription.
  - a. License validity: 1 month
  - b. Product delivery and management: Through a named Skouting Account for each user.
  - c. Technical Support: Standard for one month following the purchase of the solution (as new customer or as a renewing customer)
  - d. Updates (product evolution): Systematically upon release
  - e. Updates (security): Systematically upon release
  - f. Upgrades: Systematically upon release
- 3. Named User license with permanent for software subscription only
  - a. License validity: unlimited
  - b. Product delivery and management: Through a named Skouting Account for each user.
  - c. Technical Support: Upon request by customer, subject to an additional fee
  - d. Updates (product evolution): Upon request by customer, subject to an additional fee
  - e. Updates (security): Systematically upon release (only two years)
  - f. Upgrades: Upon request by customer, subject to an additional fee