

## License conditions – public display of Eleven Sports channels

The Eleven Footbar licence permits an operator of a public food and/or beverage establishment, including but not limited to, an establishment such as this located in a hotel or pop-up concept, (“**Hospitality Manager**”) to allow public viewing of the content of the Eleven sports channels (the “**Content**”) to customers of the business (“**Hospitality Business**”). The Content includes the full range of Eleven Sports channels. The channels currently available can be seen on [b2b.elevensports.be](https://b2b.elevensports.be). The following terms and conditions shall apply to the Eleven Footbar licence.

1. **Licensers:** Permission to display the Content is given by The 12th Player BV – CoC Nr. 0750.515.526, Auguste Reyerslaan 70, 1030 Schaarbeek and Eleven Sports Network NV – CoC Nr. 0629.964.916, Auguste Reyerslaan 70, 1030 Schaarbeek, together known as “**Licensers**”. Licensers grant this permission on the basis of, among other things, the exclusivity agreements with The Pro League NV.
2. **Consent:** The Content is protected by intellectual property rights, including the copyright and related rights of the producer. These rights entitle the holder, among other things, to prohibit offering the Content to the public. This also includes displaying the Content in publicly-accessible areas, such as in hospitality establishments. Licensers grant you, Hospitality Manager, permission to display the Content without restriction in the publicly accessible areas of one Catering Establishment on Belgian territory for the duration of the licence. You must specify the location the Content is to be displayed (the “**Location**”).
3. **Limitations:** You may not display Content in multiple locations. Each Location requires a separate licence. The Eleven Footbar licence is non-transferable.

Content may only be displayed using permitted sources. Access to the Content from an authorised source requires a subscription to the Eleven sports channels (the “**Subscription**”). The price of the Subscription is not included in the Eleven Footbar licence, and Licensers have no control over the Subscription.

You are not allowed to make recordings or other reproductions of the Content unless this is allowed under the Subscription (for example, using your decoder). You have the right to show permitted recordings at the Location. The Eleven Footbar licence only provides the right to display the Content and is without prejudice to other licence fees owed by your company, such as those for the use of music.

4. **Fee:** You pay a monthly or annual licence fee for the Eleven Footbar licence. The amount depends on the surface area of the Location; the rates are available at [b2b.elevensports.be](https://b2b.elevensports.be). Any change to the fee will be communicated to you in an appropriate manner.

Upon registration, you must provide the total surface area of the areas at your Location that the public can view the Content. You are responsible for properly assessing the surface area of the Location and communicating it to Licensers. You are not entitled to display the content to the public at the Location if the Eleven Footbar licence you have is for a smaller surface area than the actual surface area of the Location the public can view the Content. If you tell us you have a larger surface area than the actual surface area, you are not entitled to a partial refund of the fee.

The fee is due for the right to display the Content. You are not entitled to a refund for periods your business is closed, or periods during which you do not display Content at the Location for any other reason. In this situation, you can cancel your Eleven Footbar licence as described in Article 8.

5. **Registration:** The following information is required for registration via the [b2b.elevensports.be](https://b2b.elevensports.be) website: For the Hospitality Manager: e-mail address, name, telephone number, company name, VAT number, address, telecom provider. For the Location: e-mail address, name, telephone number, address, surface area in square metres. This information must be communicated correctly. Furthermore, any changes to this information must be communicated to Licensers via [b2b.elevensports.be](https://b2b.elevensports.be).

6. **Payment and invoice:** The licence fee is payable in advance and is valid for the duration of exactly 1 month or 1 year from the moment of payment, depending on the licence formula chosen. Licensers will issue an invoice.

7. **Cancellation and change:** The Eleven Footbar licence can be cancelled monthly, no later than five (5) days before the start of a new month. The right to display the Content at the Location is retained for the remainder of the month in which the cancellation is communicated. Please note: the Eleven Footbar licence is not automatically cancelled if you cancel or change your Subscription, and vice versa. If you wish to terminate both your Subscription and the Eleven Footbar licence, you must cancel them separately. Changes to the Location and/or the surface area of the area you display the Content must be communicated no later than five (5) days before the start of the month in which the change occurs. This can be, for example, if you wish to display Content on a screen outside for a limited period of time.

8. **Supervision and monitoring:** If you do not pay, or you pay late, you lose the right to display the Content at the Location. If you display Content to the public without an Eleven Footbar licence, you are infringing the rights of Licensers. In that case, Licensers have the right, among other things, to claim compensation and/or terminate the Eleven Footbar licence.

Licensers have the right to verify the surface area of the Location specified by you. You agree to allow Licensers and their appointees access to the Location during opening hours. If during a check, Licensers determine your Eleven Footbar licence formula is insufficient for the surface area that the

Content is displayed, Licensers are entitled to claim damages of 3 times the monthly licence fee of the correct formula.

9. **Limitation of liability.** You irrevocably acknowledge and agree that in no event shall Licensers (including their affiliated companies), and their officers, directors, employees, contractors and agents, be held liable for any direct or indirect damages, including but not limited to, damages for lost profits, loss of goodwill, use, data or other intangible losses that you may have suffered or incurred, whether in contract or tort, in connection with and/or arising out of the purchase and/or use of the Eleven Footbar licence and/or a Subscription.

The total liability of Licensers arising out of or in connection with the Eleven Footbar licence is always limited to the actual amounts paid to Licensers for the purchase of the Eleven Footbar licence at the time of the event giving rise to the liability occurred.

10. **Applicable law and competent court:** Belgian law applies to any dispute arising from the purchase and/or use of the Eleven Footbar licence. Disputes about the Eleven Footbar licence will be settled by the Dutch-speaking business court of Brussels unless Licensor's claim is related to another relevant claim for which another court has exclusive jurisdiction.