

## SKILLCORNER STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 For the purposes of this Agreement the following words shall have the meanings set forth against them:-

<b>"Affiliate"</b>	shall mean in respect of any Party at the relevant time, any holding company of that Party and any subsidiary of that Party, or of any such holding company, with the terms "holding company" and "subsidiary" having the meanings given in the Companies Act 2006.
<b>"Agreement"</b>	shall mean, together, the relevant Work Order, these SkillCorner Standard Terms and Conditions; and any other schedules or documents incorporated herein by reference.
<b>"Authorised Third Party"</b>	means any third parties who are: <ul style="list-style-type: none"> <li>(a) named in the relevant Work Order as parties who are authorised by the Partner, as at the Commencement Date, to access the Services in accordance with this Agreement; or</li> <li>(b) authorised by the Partner following the Commencement Date to access the Services in accordance with this Agreement, subject to SkillCorner's prior written consent.</li> </ul>
<b>"Business Day"</b>	means any day (other than a Saturday or Sunday) on which banks are open for the conduct of normal banking business in the City of London.
<b>"Competitor Business"</b>	shall mean any provider of data analytics services in the football industry which involves the generation of player tracking from broadcast video and/or an application for player recruitment.
<b>"Confidential Information"</b>	means all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by the Disclosing Party, including but not limited to: (i) any component of the Services (including the SkillCorner Data); (ii) the terms of this Agreement; (iii) any information expressly designated by the Disclosing Party as confidential; (iv) any information that would be regarded as confidential by a reasonable business person; and (v) any information or analysis derived from the Confidential Information. For the avoidance of doubt, Confidential Information does not include any information that: (i) is or becomes generally available to the public (other

#### **"Data Protection Laws"**

than as a result of its disclosure by the Disclosing Party in breach of this Agreement); (ii) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party as evidenced by written records; or (iii) is agreed by the Disclosing Party in writing not to be confidential or to be disclosable.

means any data protection, privacy or similar laws that apply to data Processed in connection with the Agreement, including the European General Data Protection Regulation (2016/679) (the "GDPR"), the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58 and any amendments to these laws or replacements of these laws. The terms "Controller", "Personal Data", "Process" and "Processing" shall have the meanings ascribed to them in applicable Data Protection Laws.

#### **"Force Majeure Event"**

shall mean circumstances beyond the reasonable control of a Party, whether or not reasonably foreseeable at the time of entering into this Agreement, making it impractical to perform its obligations (including without limitation compliance with any law or governmental order or World Health Organisation rule, decision, regulation, guidance, recommendation, or direction; internet outages; communication outages; failure of a utility service or transport network; and default of suppliers, contractors or subcontractors).

#### **"Insolvency Event"**

means a situation which occurs in relation to a Party when it: (a) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (b) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation; (c) is the subject of the commencement of any insolvency proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 days after presentation); or (d) has an administrator, an administrative receiver or trustee appointed over all or any substantial part of its assets; or (e) any event analogous to any of (a) to (e) occurs in any jurisdiction.

#### **"Intellectual Property Rights"**

shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the

confidentiality of, confidential information (including know-how), trade secrets and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## "Partner IP"

any and all pre-existing (as at the Commencement Date) Intellectual Property Rights relating to the Partner or the Partner's brand which SkillCorner requires for the purposes set out in this Agreement (including without limitation any names, logos, crests, video content, team sheets, data, branding or other content).

## "Players Personal Data"

means any Personal Data which is Processed pursuant to the Agreement.

## "SCCs Addendum"

means <https://skillcorner.com/sccs>.

## "Services"

means the services being provided by SkillCorner, as described in the Work Order.

## "SkillCorner API"

shall mean SkillCorner's application programme interface which it may use to provide the Partner with access to the SkillCorner Data.

## "SkillCorner Materials"

shall mean any Intellectual Property Rights, equipment, documents, data, information, designs, processes, formulae, computer coding, algorithms, methodologies, products, materials, items, tools, systems, confidential systems and other works (whether owned by SkillCorner or a third party), provided by SkillCorner (or its employees, agents, offices, subcontractors, consultants and other representatives) to the Partner as part of this Agreement, whether as part of the Services or otherwise (including with limitation any Intellectual Property Rights in the SkillCorner Data, the SkillCorner API, the SkillCorner Web App and any other component of the Services, and the registered and unregistered trade marks of SkillCorner).

## "SkillCorner IP"

means all rights, title and interest (including Intellectual Property Rights) in and to the SkillCorner Materials.

## "SkillCorner Web App"

means SkillCorner's web interface on which it may use to provide the Partner with access to the SkillCorner Data.

## "Work Order"

means the work order entered into between SkillCorner and the Partner, which incorporates the terms of these SkillCorner Standard Terms and Conditions.

The terms "**Commencement Date**", "**Fees**", "**Licence Fee**", "**Partner Lead**", "**Physical Data**", "**Raw Tracking Data**", "**SkillCorner Data**", "**SkillCorner Lead**" and "**Term**" shall have the meanings ascribed to them in the applicable Work Order.

Paragraph headings shall not affect the interpretation of this Agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words in the singular shall include the plural and vice versa. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## SERVICES

During the Term (unless and until terminated by either Party pursuant to paragraph 8), and subject to the Partner paying the Licence Fees in accordance with the terms of this Agreement:

- 2.1.1 SkillCorner shall provide the Services to the Partner (and any Authorised Third Parties) in accordance with this Agreement, and as set out in the relevant Work Order; and
- 2.1.2 SkillCorner hereby grants the Partner (and any Authorised Third Parties) a limited, personal, non-exclusive, non-transferable, non-sub licensable licence to use the SkillCorner Data (subject to the terms of the Work Order).

The Services may comprise of third party software components that are subject to open source and/or pass-through commercial licences and/or notices ("**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively), and to the extent of any conflict between this Agreement and any Third Party Software Terms, the latter shall take priority. The Partner shall comply with any applicable Third Party Software Terms and Notices.

## INTELLECTUAL PROPERTY

The Partner hereby grants to SkillCorner during the Term a royalty-free, worldwide, non-exclusive licence to use and reproduce the Partner IP for the purposes of providing the Services and in connection with promoting and marketing the relationship between the Parties pursuant to this Agreement (including without limitation on customer lists on SkillCorner's website and social media channels).

3.2 The Partner hereby acknowledges that:

- 3.2.1 SkillCorner and/or its licensors own all SkillCorner IP, and any goodwill attached to it.
- 3.2.2 the Partner, and any Authorised Third Parties, shall not have any right or interest in such SkillCorner IP except as expressly provided by this Agreement.
- 3.2.3 Any rights not expressly granted to Partner in this Agreement are hereby reserved.

## 4. PARTNER OBLIGATIONS

4.1 The Partner shall:

- 4.1.1 co-operate with SkillCorner in all matters relating to the Services, and comply with SkillCorner's reasonable and lawful instructions (including without limitation those of the SkillCorner Lead) and act in good faith towards SkillCorner at all times;
- 4.1.2 not do or omit to do anything which may cause SkillCorner to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 4.1.3 have no authority (and shall not hold the Partner's self out as having authority) to bind SkillCorner, unless SkillCorner has specifically permitted this in writing in advance in each case.
- 4.1.4 provide SkillCorner with such access, materials, personnel, cooperation and information as are reasonably required by SkillCorner to provide the Services;
- 4.1.5 procure that any additional Authorised Third Parties enter into an agreement with SkillCorner before granting them with access to SkillCorner Data;
- 4.1.6 procure that any Authorised Third Parties comply with the terms of this Agreement;
- 4.1.7 promptly (and no later than within 7 days of SkillCorner's request) make available any information requested by SkillCorner in order to demonstrate its compliance with the obligations laid down in this Agreement; and
- 4.1.8 prevent any unauthorised access to any component of the Services, immediately notify SkillCorner of any unauthorised access or use of any component of the Services, and cooperate with SkillCorner in taking all

measures necessary to remediate and mitigate the impact of the incident.

- 4.1.9 procure that its employees, agents, officers, subcontractors, consultants and other representatives comply with its obligations under the Agreement. Any such employees, agents, officers, subcontractors, consultants and other representatives accessing the SkillCorner Data using credentials provided to the Partner in connection with the Services are assumed to be acting in the course of their employment, contracting, consulting or association (as appropriate) with the Partner.

4.2 The Partner shall not:

- 4.2.1 copy, sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, lease, loan, sub-license or otherwise deal in copies or reproductions of any component of the Services in any way except as expressly permitted by this Agreement or the Work Order.;
- 4.2.2 remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in any component of the Services;
- 4.2.3 circumvent, disable or otherwise interfere with security-related features of any component of the Services, or with features that prevent or restrict use of any component of the Services;
- 4.2.4 use any component of the Services to infringe, misappropriate, or violate any privacy rights or third party rights (including Intellectual Property Rights);
- 4.2.5 use any component of the Services in a way that is derogatory, libellous, threatening, offensive, harassing, deceptive, abusive, or promoting of violence or any illegal or immoral activities;
- 4.2.6 develop any service or product that is the same as, or substantially similar to, or that competes with any component of the Services.

4.3 If SkillCorner's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Partner or its employees, agents, offices, subcontractors, consultants and other representatives (the "**Partner Default**"):

- 4.3.1 SkillCorner shall not be liable for any costs, charges or losses sustained or incurred by the Partner arising directly or indirectly from SkillCorner's failure or delay to perform any of its obligations as set out in this paragraph 3; and

4.3.2 SkillCorner shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Partner remedies the Partner Default, and to rely on the Partner Default to relieve it from the performance of any of its obligations to the extent the Partner Default prevents or delays SkillCorner's performance of any of its obligations.

4.4 The Partner shall not, without the prior written consent of SkillCorner, at any time from the date of this Agreement to the expiry of two (2) years after the expiry or termination of the Agreement, solicit or entice away from SkillCorner or employ or attempt to employ any person who is, or has been, engaged as a Representative of SkillCorner in the provision of the Services.

## 5. WARRANTIES

5.1 Each Party represents and warrants to the other Party that it has all rights, title and authority to enter into this Agreement.

5.2 The Partner warrants, represents and undertakes that it shall:

5.2.1 comply with all laws, regulations, regulatory policies, guidelines or industry codes which apply to its use of the Services;

5.2.2 not use the Services for any unlawful purposes or in violation of this Agreement;

5.2.3 not introduce any virus and/or any other contaminant that may be designed to have a material, adverse effect any component of the Services;

5.2.4 not infringe, misappropriate or violate SkillCorner's Intellectual Property Rights; and

5.2.5 not do, or omit to do, anything which disparages, defames or puts SkillCorner into disrepute, SkillCorner's trademarks/trading names, goodwill and/or the Services.

5.3 Any representations, warranties, indemnities or other commitments made by SkillCorner in this Agreement, concerning any component of the Services, are made by SkillCorner and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding anything in this Agreement to the contrary, SkillCorner does not make any representation, warranty, guarantee, or condition, and does not undertake any defence or indemnification, with respect to any Third Party Software.

## 6. CONFIDENTIAL INFORMATION

6.1 Each Party ("**Receiving Party**") shall during the Term and after termination or expiry of the Agreement keep confidential, and shall not without the prior consent of the applicable other Party ("**Disclosing Party**"), use or disclose to any third party (other than as permitted in this paragraph 5) any Confidential Information of the Disclosing Party, save as required by law or by governmental or regulatory authority and/or to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of exercising the relevant Party's rights or carrying out its obligations under or in connection with this Agreement.

## 7. INDEMNITY

7.1 The Partner shall indemnify, defend and hold harmless SkillCorner, its affiliates and its and their directors, employees, representatives, agents and sub-contractors and its and their respective successors, heirs and assignees from and against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon them or any of them in connection with any third party claim, action or proceeding (a "**Claim**") arising from or relating to:

7.1.1 The Partner's, or any Authorised Third Party's use of any data or intellectual property provided by SkillCorner in a manner that infringes upon the intellectual property rights of a third party

7.1.2 the Partner's, any Authorised Third Party's non-compliance with applicable data protection laws and regulations in connection with their use of SkillCorner Data; or

7.1.3 any breach by the Partner, or any Authorised Third Party, of this Agreement relating to the use, handling or security of the SkillCorner data.

7.2 The Partner shall not enter into any settlement or compromise of any Claim or admit to any liability, without the express prior written consent of SkillCorner.

## 8. LIMITATION OF LIABILITY

8.1 This paragraph 8 sets out each Party's entire financial liability (including any liability for the acts or omissions of its directors, employees, representatives, agents and sub-contractors) to the Partner (and any Authorised Third Parties):

8.1.1 arising out of and/or in connection with this Agreement; and

8.1.2 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 Subject to paragraph 8.3, and notwithstanding any other term of this Agreement:

- 8.2.1 neither Party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; or any indirect or consequential loss; and 10.
- 8.2.2 SkillCorner shall not be liable for any loss or damage suffered by the Partner in connection with inaccuracies of the relevant SkillCorner Data. 10.1
- 8.3 Nothing in this Agreement excludes or shall limit the liability of either Party: (i) for death or personal injury caused by either Party; (ii) for fraud, fraudulent misrepresentation or fraudulent misstatement; or (iii) any statutory liability not capable of limitation. 10.2
- 8.4 Subject to paragraphs 8.2 and 8.3 each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under and/or in connection with the performance or contemplated performance of this Agreement shall be limited to two (2) times the Fees scheduled to be paid to SkillCorner under the Agreement. 10.3
- 8.5 Except as expressly and specifically provided in this Agreement, and to the fullest extent permissible pursuant to applicable law:
- 8.5.1 the SkillCorner Web App, the SkillCorner API, the SkillCorner Data and/or the Services are provided by SkillCorner to the Partner "as is" to the fullest extent permissible pursuant to applicable law;
- 8.5.2 SkillCorner disclaims all warranties and conditions express or implied, including implied warranties of satisfactory quality, and fitness for a particular purpose, in relation to the SkillCorner Web App, the SkillCorner API, the SkillCorner Data and/or the Services, their use and the results of such use; and 10.4
- 8.5.3 SkillCorner does not warrant that the SkillCorner Web App, the SkillCorner API, the SkillCorner Data and/or the Services will meet the Partner's requirements, operate without interruption or be error free.
9. **TERMINATION**
- 9.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 9.1.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or

- 9.1.2 the other Party encounters an Insolvency Event.

## CONSEQUENCES OF TERMINATION

- On termination of this Agreement, the following paragraphs shall continue in force: 2.3, 1.1.1, 2.4 (Services); 5 (Confidential Information); 6 (Indemnity); 7 (Limitation of Liability); 9 (Consequences of termination); and 12.10 (Governing law and jurisdiction).
- Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- On termination of this Agreement for any reason:
- 10.3.1 all licences granted under this Agreement will immediately terminate;
- 10.3.2 each Party will return or destroy (at the other Party's discretion) all Confidential Information in its possession within five (5) Business Days, and the Partner shall procure that any Authorised Third Parties do the same;
- 10.3.3 to the extent applicable, the Partner shall immediately pay a pro-rated amount of the Fees in accordance with the Services provided as at the effective date of termination; and
- 10.3.4 the Partner shall return all of the SkillCorner Materials to SkillCorner within seven (7) days of the effective date of termination, and the Partner shall procure that any Authorised Third Parties do the same.
- Any SkillCorner property in the Partner's possession and any original or copy documents obtained by the Partner in the course of providing its obligations hereunder (whether SkillCorner Materials or otherwise) shall be returned to SkillCorner at any time on request and in any event on or before the termination of this Agreement. The Partner also undertakes to irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Partner's possession.

## FORCE MAJEURE

- 11.1 If a Party is prevented, hindered or delayed in or from performing any of its obligations under or in connection with this Agreement by a Force Majeure Event (except for its payment obligations), the affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations (except for its payment obligations).

11.2 The affected Party claiming the Force Majeure Event shall promptly notify the non-affected Party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.

11.3 If any Force Majeure Event occurs, the dates for performance of the affected obligations shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding thirty (30) consecutive days, the non-affected Party shall have the right to terminate this Agreement immediately on written notice to the affected Party.

11.4 The affected Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

## 12. DATA PROTECTION

12.1 Both Parties are independent Controllers, and shall comply with Data Protection Laws and the SCCs Addendum, in relation to any Players Personal Data Processed under this Agreement.

## 13. GENERAL

13.1 **Assignment.** SkillCorner shall be permitted to assign or novate the benefit of this Agreement to any company which at the time in question is an Affiliate or to any entity which succeeds to all or substantially all of SkillCorner's assets and business, following which all references in this Agreement to SkillCorner shall be construed as including any such company. The Partner shall not assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of SkillCorner.

13.2 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is or becomes invalid, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.3 **Waiver.** A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of

that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.4 **Variation.** This Agreement may only be varied by a document signed by both the Partner and SkillCorner.

13.5 **Notices.** Any notice, approval or other communication to be given under this Agreement shall be in writing and shall be sent by email to the email addresses of the SkillCorner Lead and the Partner Lead as set out in the relevant Work Order, and any such notice shall be deemed given on the business day in which the notice was sent to the email address set out in the relevant Work Order.

13.6 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

13.7 **Third party rights.** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Partner and SkillCorner shall have any rights under it, unless otherwise expressly stated under this Agreement. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.

13.8 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. This Agreement applies to the exclusion of any other terms that the Partner seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

13.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

13.10 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).