



SKILLCORNER

END USER LICENCE AGREEMENT

Last updated: 4 October 2021

SAS SkillCorner is a company registered in France with company number 818 405 565 and registered office at 2 rue des Quatre-Fils, 75003 Paris ("**SkillCorner**").

This end user licence agreement ("**EULA**") applies to and governs all use of the platform through which SkillCorner provides football analytics data, information, materials and research tools (the "**Platform**"), and any other related services or functionalities (together the "**Services**") by:

- SkillCorner's customers who have entered into the SkillCorner Data Analytics Services Agreement ("**SkillCorner Agreement**") with SkillCorner ("**SkillCorner Customers**").
- third party service providers of SkillCorner Customers (such as data consultants and analysts), when acting in the capacity of providing independent services to SkillCorner Customers ("**Customer Provider**"),
and references to "**you**" shall refer to both SkillCorner Customers and Customer Providers (as applicable).

Please read the following carefully before using the Services. By doing any of the foregoing, you are agreeing to be bound by, and become a party to, this EULA, which can be found on www.skillcorner.com/eula. If you do not agree with the terms of this EULA, you may not use the Services.

SkillCorner may update the terms of this EULA from time to time for any reason by posting the updated version to www.skillcorner.com/eula but changes to the EULA take effect only where they are permitted by law and made available to you for your agreement. Every time you use the Services, you are deemed to have accepted the latest version of this EULA in place at that time. Please check www.skillcorner.com/eula for any updates to the EULA each time you use the Services. If you have any queries concerning this EULA, you may contact SkillCorner at contact@skillcorner.com.

1. LIMITED USE LICENCE

- 1.1 Subject to Clause 1.2, SkillCorner hereby grants a limited, non-exclusive right and license to you for you to use the Services, subject to the terms of this EULA, and any use, reproduction or redistribution of the Services not in accordance with the terms of this EULA is expressly prohibited (the "**Licence**").
- 1.2 If you are a Customer Provider, SkillCorner hereby grants the Licence only in your capacity as a third party service provider providing independent services to SkillCorner Customers, and only where expressly permitted to use the Services pursuant to the SkillCorner Agreement.

SKILLcorner

- 1.3 This EULA and your use of the Services do not give you any rights of title or ownership in any property, whether tangible or intangible. The Services are licensed, not sold.
- 1.4 The Services comprise of copyright works of SkillCorner and/or its licensors.

2. REGISTRATION AND USER ACCOUNT MANAGEMENT

- 2.1 Upon registering your account to use the Services (the “**User Account**”), you must provide certain information (including your name and email address), which must be a true representation of your credentials. If SkillCorner determines (or reasonably believes) that you are registering with incorrect information, it reserves the right to suspend or close your User Account.
- 2.2 By registering your User Account, you agree:
 - 2.2.1 to provide accurate, current and complete information about you when prompted by SkillCorner, and keep this information (and any other information provided to SkillCorner) updated;
 - 2.2.2 to maintain the security of any usernames or passwords used to access the Platform;
 - 2.2.3 that you are solely responsible for all obligations and assuming compliance with this EULA, and entitled to all benefits accruing thereto;
 - 2.2.4 that you may not allow any other person to access your User Account or the Services;
 - 2.2.5 that your User Account is not transferable to any other person; and
 - 2.2.6 that you are responsible for all use of your User Account, for any actions that take place using your User Account and all activities undertaken using your User Account will be deemed to have been undertaken by you.

3. END USER OBLIGATIONS

- 3.1 You must not do any of the following with the Services (except to the extent expressly permitted by this EULA or the SkillCorner Agreement):
 - 3.1.1 use the Services if you are not fully able and legally competent to agree to this EULA;
 - 3.1.2 use the Services unless in compliance with applicable laws and this EULA;
 - 3.1.3 hack (or attempt to hack), modify, translate, adapt, disassemble, decompile, reverse engineer, or create any derivative works based on the Platform (or any portion thereof), including any files, documentation, data or tables, or determine or attempt to determine any source code, methods, techniques or algorithms embodied in the Platform or any derivative works thereof;
 - 3.1.4 modify, adapt, import, copy, make derivative works of, distribute, transmit, publicly display, sublicense, sell, assign, lease, lend, rent, offer for sale or otherwise commercially exploit the Platform or any content made available on or from the Platform, except as otherwise stated in the Memorandum of Understanding;
 - 3.1.5 remove, 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 the Platform;

SKILLcorner

- 3.1.6 infringe SkillCorner's intellectual property rights or those of any third party in relation to your use of the Services or create software which mimics any data or functionality in the Platform;
- 3.1.7 make the Platform or any part of it available to any third party (aside from fairly and honestly providing links to the Platform, showing it to other people or where specifically permitted under the SkillCorner Agreement) or otherwise display, publish, copy, print, post or otherwise use the Platform and the information contained therein for the benefit of any third party or website, except as otherwise stated in the Memorandum of Understanding;
- 3.1.8 in any way conduct yourself in a manner which is unlawful, gives rise to civil or criminal liability or might call SkillCorner or the Platform into disrepute, or otherwise use the Platform or any part of it unfairly or for any illegal or immoral purpose;
- 3.1.9 market, lease or rent the Platform (or any part thereof) for a fee or charge, or use the Platform to advertise or perform any commercial solicitation;
- 3.1.10 interfere with or attempt to interfere with the proper functioning of the Platform (or any part thereof), disrupt any networks connected to the Platform (or any part thereof), or bypass any measures SkillCorner uses or may use to prevent or restrict access to the Platform (or any part thereof);
- 3.1.11 use automated scripts to collect information from or interact with the Platform (or any part thereof) in any way;
- 3.1.12 impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from SkillCorner or the Platform;
- 3.1.13 use the Platform (or any part thereof) and the Services in a manner that may create a conflict of interest or undermine the purposes of the Platform and the Services;
- 3.1.14 collect or harvest any information or data from the Platform or SkillCorner's systems or attempt to decipher any transmissions to or from the servers; or
- 3.1.15 use the Platform (or any part thereof) to upload, transmit, distribute, store or otherwise make available in any way:
 - (a) files that contain viruses or other material that is malicious or harmful;
 - (b) defamatory, obscene, offensive, hateful or inflammatory material;
 - (c) any content that would constitute or encourage a criminal offence; or
 - (d) content that, in the sole judgment of SkillCorner, is objectionable or which restricts or inhibits any other person from using the Platform, or which may expose SkillCorner or other users of the Platform to any harm or liability of any type.
- 3.2 You will cooperate fully with SkillCorner to investigate any suspected illegal, fraudulent or improper activity, or any breach of this EULA.

SKILLcorner

- 3.3 You are responsible for ensuring that you have an internet connection, and that the device and equipment that you use have sufficient system capabilities and memory in order to use the Services. SkillCorner is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnections or any incorrect or inaccurate results.

4. OWNERSHIP

- 4.1 All right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world ("**Intellectual Property Rights**"), in or connected with the Services and each part thereof (including by way of example only any data, tables, graphics, videos, images, code, themes, objects, concepts, artworks, animations, audio-visual effects and methods of operation) and any copies, translations, modifications, adaptations and any other derivative based on the Services are owned by, belong to and vest in SkillCorner and its licensors.
- 4.2 The Services may contain certain licensed materials licensed by third parties to SkillCorner. All trade marks and other rights are the property of their respective owners.
- 4.3 The Services may include intellectual property, or references, relating to third parties such as (without limitation) real-world events, people, teams, organisations, competitions, places, stadia, companies and other real-world references. Except where SkillCorner may have licensed rights from the relevant party, SkillCorner does not represent that SkillCorner has a connection with or any arrangement with such rights owners. SkillCorner may in some instances make limited use of unlicensed third party intellectual property for the limited purposes of providing information about and/or to identify real-world facts in an honest and fair way and as permitted by applicable law.

5. LIABILITY

- 5.1 SkillCorner warrants that it has used and will use reasonable efforts to ensure that:
- 5.1.1 it is entitled to grant the rights and licences granted hereunder; and
 - 5.1.2 the Services will be of satisfactory quality.
- 5.2 Except as specifically provided in this EULA and to the maximum extent permitted by law:
- 5.2.1 the Services are provided on an "as is" and "as available" basis without warranty or guarantee of any kind (express or implied) other than those set out in this EULA;
 - 5.2.2 SkillCorner only accepts liability for direct loss as a result of its breach of its warranties in Clause 5.1 unless otherwise set out in this EULA;
 - 5.2.3 subject to Clause 5.3, SkillCorner and its licensors' maximum liability will be limited:
 - (a) in accordance with the SkillCorner Agreement for SkillCorner Customers; and
 - (b) to £20 for Customer Providers.

SKILLcorner

- 5.2.4 SkillCorner and its licensors will not in any event be liable in any way for any consequential or indirect loss or damage (save to the extent that damage to your device or other digital content which you own is caused by the Services as a result of SkillCorner's failure to use reasonable care and skill, in which case you may be entitled to compensation or SkillCorner may be obliged to repair your device); and
- 5.2.5 SkillCorner does not guarantee that the operation of the Services will be uninterrupted or error free or that errors can or will be corrected, or that the Services are free of viruses or other harmful components.
- 5.3 This EULA shall not limit any rights you might have as a consumer that may not be excluded or limited under applicable law, nor shall it exclude or limit any liability for fraud, fraudulent misrepresentation, or death or personal injury caused by SkillCorner's negligence.
- 5.4 You hereby indemnify (agree to compensate), defend and hold harmless SkillCorner and SkillCorner's affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") from and against any and all any liabilities, claims, costs and expenses (including without limitation legal expenses and lawyers' fees) incurred by the Indemnified Parties arising out of any of:
 - 5.4.1 any breach by you of this EULA, claims arising directly or indirectly from your use or misuse of the Services and any use of the Services otherwise than in accordance with this EULA;
 - 5.4.2 any negligent or improper use of your usernames or passwords; and
 - 5.4.3 third party claims of intellectual property rights or privacy rights infringement.
- 5.5 You shall fully cooperate with SkillCorner in the defence of any such claim made pursuant to Clause 5.4, and SkillCorner reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.
- 5.6 You further agree that the subject matter of this EULA is of a unique character with special value, and that SkillCorner would be irreparably damaged if the terms of this EULA were not specifically enforced, and therefore you agree that SkillCorner shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of this EULA, in addition to such other remedies as SkillCorner may otherwise have available to it under applicable laws.
- 5.7 SkillCorner's licensors shall be third-party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

6. AGE RESTRICTIONS

- 6.1 To use the Services you must be both:
 - 6.1.1 of an age which meets the minimum age certification requirement of the Services in the territory you are in (where applicable); and
 - 6.1.2 in any event, you must be over the age of 18 years.

SKILLcorner

- 6.2 By using the Services, you represent and warrant that you are over 18 years of age. If you are not over 18 years of age, you must stop using the Services immediately.

7. DATA PROTECTION

Please be aware that any personal data you supply to SkillCorner when using the Services will be used by SkillCorner in accordance with SkillCorner's Privacy Policy www.skillcorner/privacy. Please read SkillCorner's Privacy Policy carefully.

8. TERMINATION

- 8.1 This EULA and the licences granted by it are effective until terminated.
- 8.2 SkillCorner may temporarily discontinue the Services at any time for the purposes of upgrades, maintenance or other service administration reasons. SkillCorner will use its reasonable endeavours to limit the length of time this occurs for.
- 8.3 If you do not comply with the terms of this EULA or SkillCorner reasonably suspects that you have failed to do so, SkillCorner may take any action SkillCorner deems reasonable in its sole discretion against you, including immediately suspending and/or closing your User Account. SkillCorner reserves the right to determine what conduct it considers to be in violation of, or otherwise outside the intent or spirit of, this EULA and/or the Services. However, if what you have done can be put right, SkillCorner will give you a reasonable opportunity to do so.
- 8.4 You may terminate this EULA at any time and for any reason by closing your User Account. You can do this by sending an email to a named SkillCorner representative or via email to contact@skillcorner.com.
- 8.5 Following termination of this EULA, you must:
- 8.5.1 no longer be permitted to use the Services; and
 - 8.5.2 destroy any documents, data, information or other materials which you have downloaded from the Platform and confirm in writing that you have done so.

9. GENERAL

- 9.1 This EULA constitutes the entire agreement between SkillCorner and you in respect of its subject matter.
- 9.2 Even if SkillCorner delays in enforcing this EULA and/or its rights, SkillCorner can still enforce this EULA and/or SkillCorner's rights later. If SkillCorner does not insist immediately that you do anything you are required to do under this EULA, or if SkillCorner delays in taking steps against you in respect of your breaking of any term of this EULA, that will not mean that you do not have to do those things and it will not prevent SkillCorner from taking steps against you at a later date.
- 9.3 SkillCorner may transfer its rights and obligations under this EULA to another organisation (such as, without limitation, in the event of a business restructure or acquisition). SkillCorner will let you know if that happens and SkillCorner will ensure that your rights under this EULA are unaffected. SkillCorner may transfer your rights and obligations under this EULA to another

SKILLcorner

organisation (such as, without limitation, in the event of a business restructure or acquisition). You will let SkillCorner know if that happens and ensure that SkillCorner's rights under this EULA are unaffected.

- 9.4 Except where expressly stated to the contrary in this EULA, this EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 9.5 In the event that any provision of this EULA (including, without limitation, any restriction) shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be interpreted in such a way as to ensure it is enforced to the maximum extent permissible in a manner reflecting the parties' intentions and the remaining portions of this EULA shall, in any event, remain in full force and effect.
- 9.6 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim. In addition you may have the legal right to bring proceedings in your local jurisdiction and, if this is the case, then you may bring proceedings there.