

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:

"Affiliate"	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.
"Agreement"	shall mean, together, the relevant Work Order, these SkillCorner Standard Terms and Conditions, and any other schedules or documents incorporated herein by reference.
"Authorised Third Parties"	shall mean the third parties named in the relevant Work Order together with any other third parties authorised by the Partner to access the Services, Licensed Data (and, if applicable, Non-Licensed Data).
"Competitor Business"	shall mean any provider of data analytics services in the relevant football, basketball and US football industry which involves the generation of player tracking from broadcast video and/or an application for player recruitment.
"Data Protection Laws"	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, the California Privacy Rights Act of 2020 (CPRA), 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.

"Intellectual Property Rights"

shall mean all present and future rights worldwide, whether registered or unregistered, including patents, inventions, copyright, trademarks, design rights, database rights, domain names, trade secrets, know-how, and confidential information. This includes all applications, renewals, and the right to sue for past or future infringements or passing off.

"Licensed Data"

shall mean the Data being licensed to the Partner pursuant to this Agreement and which forms part of the Services, and which is collected from the main camera of a television broadcast (which is set out further in the Work Order and which may include Raw Tracking Data and/or Physical Data). Conversely, "**Non-licensed data**" means data which SkillCorner does not currently hold or collect, and which is not already accessible to SkillCorner's other Partners.

"Players Personal Data"

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

"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).

"Work Order"

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

1.2 The terms "**Commencement Date**", "**Fees**", "**Licence Fee**", "**Partner**", "**Partner Lead**", "**Permitted Use**", "**Physical Data**",

“Services”, “Raw Tracking Data”, “SkillCorner Data”, “SkillCorner Lead”, and “Term” shall have the meanings ascribed to them in the applicable Work Order.

- 1.3 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Any reference to a law includes that law as it may be amended, extended, or re-enacted from time to time, as well as any related subordinate legislation.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression, are illustrative and do not limit the sense of the preceding terms.
- 1.8 In the event of any conflict between the constituent parts of this Agreement, the following order of priority shall apply: (a) the relevant Work Order; (b) these SkillCorner Standard Terms and Conditions; and (c) any other documents incorporated by reference.

2. SERVICES

- 2.1 During the Term, and subject to payment of the applicable Fees, SkillCorner:
 - 2.1.1 shall provide the Services in accordance with this Agreement; and
 - 2.1.2 grants the Partner a limited, personal, non-exclusive, non-transferable, non-sub licensable licence to use the SkillCorner Data, in accordance with this Agreement.
- 2.2 The Services may comprise of third-party software components that are subject to open source and/or pass-through commercial licences and/or notices. The Partner agrees to comply with any applicable third-party terms, which will prevail in case of conflict.

- 2.3 If SkillCorner's performance is prevented or delayed by any act or omission of the Partner or its representatives (the **“Default”**):
 - 2.3.1 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; and
 - 2.3.2 SkillCorner shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Partner remedies the Default, and to rely on said Default to relieve it from the performance of any of its obligations to the extent the Default prevents or delays SkillCorner's performance of any of its obligations.
- 2.4 SkillCorner shall use reasonable endeavours to provide the Licensed Data for each match within each Competition, subject to the availability and quality of the underlying video and to SkillCorner's data quality checks. The Partner acknowledges that certain matches may not meet these requirements, including due to unsuccessful capture, insufficient video quality, inconsistent camera usage or inadequate camera positioning, and that in such cases the corresponding Licensed Data may not be provided.

3. LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Partner grants to SkillCorner during the Term a worldwide, non-exclusive, royalty-free license to use its intellectual property for the purpose of providing the Services and promoting and marketing the relationship between the Parties (including on SkillCorner's website and social media channels).
- 3.2 SkillCorner (and its licensors) retains all rights, title and interest in and to the Services, Data and related intellectual property. No rights are granted to the Partner except as expressly set out in this Agreement.
- 3.3 The Partner may only use the Services in accordance with this Agreement and the Permitted Use, and shall not:
 - copy, modify, or redistribute the Data or Services;
 - remove any copyright or proprietary notices;
 - attempt to bypass security features;

- attempt to reverse engineer, decompile or derive the underlying structure of the Services;
- use the Services to build a competing product or service.

3.4 The Partner is responsible for keeping access credentials secure and must notify SkillCorner immediately of any unauthorized use.

3.5 Some components may be subject to third-party terms. SkillCorner is not responsible for such third-party components and makes no warranties in relation to them.

4. THE PARTNER'S OBLIGATIONS

4.1 The Partner shall:

- 4.1.1 perform its obligations with the highest level of care, skill and diligence in accordance with best practice in the football, basketball or US football relevant industry;
- 4.1.2 cooperate with SkillCorner in all matters relating to the Services, and comply with SkillCorner's reasonable and lawful instructions and act in good faith at all times;
- 4.1.3 keep all SkillCorner Materials safe and in good condition at its own risk, and only use or dispose of them in accordance with SkillCorner's written instructions;
- 4.1.4 not do or omit to do anything which may cause SkillCorner to lose any licence, authority, consent or permission required for its business;
- 4.1.5 appoint a Partner Lead responsible for its obligations, with sufficient authority, and reasonably available to provide SkillCorner with any requested assistance or information;
- 4.1.6 have no authority to bind SkillCorner, unless SkillCorner has specifically permitted this in writing in advance;
- 4.1.7 ensure that its personnel have suitable skills and experience to enable them to perform the tasks assigned to them;
- 4.1.8 provide SkillCorner and any of its employees, agents, officers, subcontractors, consultants and other representatives, in a

timely manner, all information required by SkillCorner to provide the Services, and ensure it is materially accurate; and

4.1.9 not develop any service or product that is the same as, or substantially similar to, or that competes with any component of the Services.

4.1.10 not, during the Agreement and for two (2) years after its termination, solicit or employ any SkillCorner representative involved in the Services without prior written consent.

4.2 The Partner may only be relieved from its obligations under this Agreement due to SkillCorner's breach from the date it notifies SkillCorner in writing, with reasonable detail, of such breach and its actual or anticipated impact.

4.3 The Partner may carry out other professional activities, provided they do not create a conflict of interest with SkillCorner. However, during the Term, the Partner shall not be involved with any Competitor Business in any capacity without SkillCorner's prior written consent.

5. FEES

5.1 The Partner shall pay SkillCorner all Fees in accordance with this Agreement. All Fees are exclusive of any applicable taxes, duties or similar charges, which shall be borne by the Partner at the applicable rates.

5.2 Payments shall be made in Euros unless otherwise agreed in writing in the Agreement. However, at the Partner's request and subject to SkillCorner's approval, payments may be made in USD. In this case, the exchange rate will be the EUR/USD rate on the date the Agreement is signed, increased by 15% to cover foreign exchange risk.

5.3 Fees will be automatically increased by 3% each year on the anniversary of the Commencement Date, to take account of inflation, unless otherwise agreed in the Work Order.

5.4 Save as otherwise agreed between the Parties in the Work Order, Fees are payable within thirty (30) days of the date of invoice in Euros into the following bank account:

BRED PARIS SAINT LAZARE

BIC: BREDFRPPXXX

IBAN: FR76 1010 7001 0800 1240 3954 236.

A 3% processing fee will be applied to payments made with a credit card.

5.5 Failure to pay any fees when due, following a formal notice that remains unremedied for a period of thirty (30) days, shall constitute a material breach, entitling SkillCorner to suspend or terminate the Agreement. In the event of termination for such breach, all outstanding amounts, including any fees and costs accrued up to the termination date, shall become immediately due and payable, without prejudice to any other rights or remedies of SkillCorner.

5.6 Without prejudice to any other rights or remedies, any overdue amounts shall bear interest at a rate of eight percent (8%) per annum above the Bank of England base rate, accruing on a daily basis from the due date until payment in full.

6. WARRANTIES

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

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

6.2.1 comply with all applicable laws and regulations which apply to its use of the Services;

6.2.2 not use the Services or the Licensed Data (and, if applicable, Non-Licensed Data) for any unlawful purposes or in violation of this Agreement;

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

6.2.4 not infringe SkillCorner's Intellectual Property Rights; and

6.2.5 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.

6.3 Any representations, warranties, indemnities or other commitments under this Agreement in relation to the Services are made solely by SkillCorner, and not by any authors, licensors, suppliers or contributors of any Third Party Software. SkillCorner makes no representation, warranty or commitment, and provides no defence or indemnity, in respect of any Third Party Software.

7. CONFIDENTIALITY

7.1 All information, in whatever form or medium, disclosed or made available, directly or indirectly, by a Party shall be deemed confidential ("Confidential Information"), including:

- any component of the Services, including SkillCorner Data;
- the terms of this Agreement;
- any information designated as confidential;
- any information that would reasonably be considered confidential;
- any information derived from the above.

7.2 Each Party shall, during the Term and after termination or expiry of this Agreement:

- (i) keep the other Party's Confidential Information confidential; and
- (ii) not use or disclose such Confidential Information except as permitted under this Agreement.

7.3 A Party may disclose Confidential Information:

- to its employees, officers, representatives or advisers who need to know it for the purposes of this Agreement, provided that it remains responsible for their compliance; or
- where required by law or by a governmental or regulatory authority.

7.4 Confidential Information does not include information that:

- is publicly available (other than through a breach);
- was lawfully known before disclosure; or
- is disclosed with prior written consent.

7.5 Each Party retains all rights in its Confidential Information.

8. INDEMNITY

SKILLCORNER

8.1 The Partner shall indemnify, defend and hold harmless SkillCorner, its affiliates and their personnel from and against any liability, damage, loss, or expense (including reasonable legal fees) incurred by or imposed upon them or any of them in connection with any third party claim, action or proceeding arising from or relating to:

8.1.1 the Partner's use of the Services in breach of the Agreement ;
or

8.1.2 any breach by the Partner of this Agreement.

8.2 SkillCorner shall:

8.2.1 promptly notify the Partner of any claim (provided that any delay shall only relieve the Partner of its obligations to the extent it is materially prejudiced);

8.2.2 permit the Partner to assume and control the defence and settlement of the claim; and

8.2.3 upon written request, provide to the Partner all available information and assistance reasonably necessary to defend the claim. SkillCorner may take control of the defence or settlement at any time, in which case the Partner shall cooperate.

8.3 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.

9. LIMITATION OF LIABILITY

9.1 :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.

9.2 Subject to paragraph 9.1, neither Party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for:

- (a) loss of profits;
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information; or
- (g) any indirect or consequential loss, any loss or damage suffered by the Partner in connection with inaccuracies of the relevant SkillCorner Data.

9.3 Without prejudice to the foregoing, SkillCorner shall not be liable for any loss arising from inaccuracies, incompleteness or unavailability of the Licensed Data and Materials, or any use of the Services by the Partner in breach of this Agreement.

9.4 Subject to paragraphs 9.1 to 9.3, each Party's total aggregate liability arising under and/or in connection with the performance or contemplated performance of this Agreement shall be limited to two (2) times the Fees actually received by SkillCorner under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

9.5 Except as expressly provided in this Agreement, the Services and Materials are provided on an "as is" basis, to the fullest extent permitted by applicable law. The Partner acknowledges that it is its sole responsibility to determine that the Services meet its business requirements.

9.6 To the fullest extent permissible pursuant to applicable law, SkillCorner:

9.6.1 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 Materials and/or the Services, their use and the results of such use; and

9.6.2 does not warrant that the Services will meet the Partner's requirements, operate without interruption or be error free.

10. TERMINATION

10.1 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:

- 10.1.1 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
- 10.1.2 the other Party encounters an Insolvency event, in particular:
 - (a) it stops or threatens to stop its business;
 - (b) it is unable to pay its debts as they fall due or enters into an arrangement with its creditors;
 - (c) the commencement of any insolvency, liquidation, or administration proceedings (unless dismissed within 14 days);
 - (d) the appointment of a receiver or manager over its assets; or
 - (e) any equivalent event occurring in any jurisdiction.
- 10.2 For the avoidance of doubt, no assignment, transfer, novation, merger, change of control or similar transaction affecting either Party shall entitle the other Party to terminate this Agreement.
- 10.3 Notwithstanding clauses 10.1 and 10.2, SkillCorner may suspend or restrict access to the Services immediately, without liability, if:
 - (a) the Partner is in material breach of this Agreement;
 - (b) the Partner's use of the Services is abusive, unlawful, or poses a risk to the Services or other users; or
 - (c) such suspension is necessary for technical, security or legitimate business reasons.
- 11. CONSEQUENCES OF TERMINATION**
- 11.1 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.
- 11.2 On termination of this Agreement for any reason:
 - 11.2.1 all licences granted under this Agreement will immediately terminate;
 - 11.2.2 each Party will return or destroy (at the other Party's discretion) all Confidential Information in its possession within five (5) business days (any day other than a Saturday or Sunday);
- 11.2.3 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. However, no refund shall be due to the Partner where termination results from the Partner's material breach; and
- 11.2.4 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
- 11.3 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.
- 12. FORCE MAJEURE**
- 12.1 A 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, but not limited to, 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; disease, epidemic, pandemic; and default of suppliers, contractors or subcontractors (the "Force Majeure Event").
- 12.2 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).

12.3 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.

12.4 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.

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

13. DATA PROTECTION

13.1 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.

14. GENERAL

14.1 **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, subject to that assignee or new company first undertaking in writing to the Partner that it will henceforth perform all the obligations of SkillCorner under this Agreement. All references in this Agreement to SkillCorner shall be construed as including any such company. The Partner shall continue to comply with the provisions of this Agreement after any such assignment or novation. 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.

This Agreement shall remain in full force and effect notwithstanding any such assignment, transfer, novation, merger or change of control, and shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns

14.2 **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 clause 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.

14.3 **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.

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

14.5 **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.

14.6 **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.

14.7 **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. 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.

14.8 **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.

14.9 **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.

14.10 **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).