

SciSports General Terms and Conditions

Business Clients

SciSports Inc.

Version: v2.0

Date: 16 September 2026

These General Terms and Conditions (the "General Terms") apply to the provision of the Services by SciSports Inc. to business clients under a signed Offer. They replace version v1.1 dated 23 June 2026 for all Offers signed on or after the date above.

These General Terms are business to business terms. They do not govern the relationship between SciSports and an individual user of the Platform. That relationship is governed by the User Terms, which each individual user accepts during onboarding.

Where a version of these General Terms is identified in a signed Offer, that version applies for the whole term of that Agreement. SciSports cannot change it during the term by publishing a new version. Clause 22 sets out how versions and amendments work.

1. Definitions

1.1 "Agreement" means the Offer together with all documents listed in clause 3.1, including these General Terms.

1.2 "Annex" means an annex to the Agreement, including the Service Level Agreement in Annex 1 and the Player Access Terms in Annex 2, where these are attached to or referenced in the Offer.

1.3 "Authorised User" means an individual to whom the Client grants access to the Services under the Agreement, including coaches, technical staff, analysts, club administrators and, where Annex 2 applies, Designated Players. Where Annex 2 applies, it also includes a parent or legal guardian holding a Parent Account, which is created on the invitation of a Designated Player rather than by the Client.

1.4 "Client" means the organisation named as the counterparty in the Offer, being a club, academy, league, federation, tournament, showcase, agency, college, university, school or comparable organisation.

1.5 "Client Data" means all data, video, footage, player information and other content that the Client or a third party acting on the Client's behalf submits to or makes available through the Services.

1.6 "Confidential Information" means all non-public information disclosed by one party to the other in connection with the Agreement, including player data, analytics, pricing, product roadmaps and business information.

1.7 "Designated Player" has the meaning given to it in Annex 2, where Annex 2 forms part of the Agreement.

1.8 "DPA" means the SciSports Inc. Data Processing Agreement entered into between the parties, in the version identified in the Offer.

1.9 "Event Data" means the structured match event and positional data made available through the Services, the ownership of which is identified in the Offer.

1.10 "FCElevate.com" means the public facing website operated by SciSports Inc. that is accessible without logging in, on which a Gravity Card and related content may be published subject to the consent requirements in clause 13.

1.11 "Gravity Card" means a visual player profile card containing the player's name, photo and consolidated performance statistics and analytics.

1.12 "Offer" means the signed service agreement, order form or quote between SciSports and the Client that describes the Services, the fees and the term.

1.13 "Personal Data" has the meaning given to it in the DPA.

1.14 "Platform" means the SciSports software, applications, websites and related infrastructure through which the Services are delivered.

1.15 "Player Access" means the individual access granted to a Designated Player under Annex 2.

1.16 "Privacy Statement" means the SciSports Privacy Statement in the version identified in the Offer, published on the SciSports legal page.

1.17 "SciSports" means SciSports Inc., a Delaware corporation with its principal place of business at 270 Upland Square Drive #1104, Pottstown, PA 19464, United States.

1.18 "Services" means the products and services described in the Offer, including match analysis, player profiles, scouting and recruitment functionality, reporting, and access to the Platform.

1.19 "Term" means the term of the Agreement as stated in the Offer.

1.20 "User Terms" means the SciSports User Terms that apply to individual users of the Platform, in the version identified in the Offer, published on the SciSports legal page.

2. Scope and application

2.1 These General Terms apply to every Offer made and every Agreement concluded by SciSports Inc.

2.2 Where the Client contracts with SciSports B.V. instead of SciSports Inc., the Agreement is governed by the General Terms and Conditions of SciSports B.V., version December 2025, and not by these General Terms. The Offer states which SciSports entity is the contracting party.

2.3 These General Terms do not apply to individual users of the Platform. Each Authorised User accepts the User Terms during onboarding. Acceptance of the User Terms by an individual does not make that individual a party to the Agreement, and does not give the individual any right under the Agreement.

2.4 Any general terms, purchase conditions or supplier terms of the Client are expressly rejected and do not apply, unless SciSports has accepted them in writing and signed by an authorised representative. Terms printed on a purchase order or in a supplier portal do not bind SciSports.

3. Structure of the Agreement and order of precedence

3.1 The Agreement consists of the following documents:

- the Offer;
- the DPA;
- Annex 2, Player Access Terms, where Player Access is included in the Offer;
- Annex 1, the Service Level Agreement;
- any other Annex attached to the Offer;
- these General Terms.

3.2 In the event of a conflict or inconsistency between these documents, the following order of precedence applies:

- the DPA, but only with respect to the processing of Personal Data;
- the Offer;
- Annex 2;
- Annex 1 and any other Annex;
- these General Terms.

3.3 A document that is lower in the order of precedence applies in full, insofar as it does not conflict with a document that is higher in the order of precedence.

3.4 The User Terms and the Privacy Statement govern the relationship between SciSports and the individual user. They do not form part of the Agreement, do not create obligations for the Client, and cannot reduce the rights of the Client under the Agreement.

4. Conclusion, term and renewal

4.1 The Agreement is concluded when the Offer has been signed by both parties, or when the Client has confirmed the Offer in writing and SciSports has started delivery of the Services.

4.2 The Agreement runs for the Term stated in the Offer.

4.3 The Agreement does not renew automatically. It ends at the end of the Term unless the parties agree a renewal or extension in writing. Where the Offer expressly provides for automatic renewal, that provision applies instead.

4.4 Unused deliverables, including unused match analyses, do not carry over to a following term unless the Offer states otherwise or the parties agree otherwise in writing.

5. Services and delivery

5.1 SciSports provides the Services described in the Offer with reasonable skill and care, using suitably qualified personnel.

5.2 The Client provides the cooperation that SciSports reasonably needs to deliver the Services, including match schedules, footage, team and player information, contact details of Authorised Users, and the operational coordination needed for match submission. The parties agree the submission and delivery workflow before the start of the season or, where there is no season, before the start of delivery.

5.3 Where the Client submits footage or information late, incompletely or not in the agreed format, SciSports is not in breach of an agreed turnaround time for the affected deliverable, and delivery times for that deliverable may shift accordingly.

5.4 SciSports continues to develop the Platform and may add, change or remove individual features. SciSports will not materially reduce the core functionality of the Services described in the Offer during the Term.

5.5 SciSports may perform planned maintenance. Where planned maintenance is expected to affect availability materially, SciSports gives advance notice where reasonably practicable. Annex 1 describes the maintenance windows.

5.6 Part of the video content made available through the Services may originate from third parties ("Video Content"), such as leagues, broadcasters or video partners. SciSports does not own the intellectual property rights in that Video Content and makes it available only under the licence or usage rights granted to it by those third parties.

5.7 SciSports is not responsible for third party claims by rights holders in respect of Video Content, and gives no guarantee that any specific Video Content stays available. Where a rights holder requires it, or where a legal claim or proceeding requires it, SciSports may immediately stop making Video Content available. SciSports informs the Client without undue delay.

5.8 Where more than ten per cent (10%) of the total Video Content available at the date the Agreement was concluded becomes unavailable, the Client may terminate the Agreement in writing with effect from the following month. SciSports is then not entitled to payment for the period after termination.

5.9 The Client uses Video Content only within the limits imposed by SciSports or by the relevant third party, and indemnifies SciSports against third party claims, costs and damages resulting from use of Video Content in breach of those limits. Where the Client supplies video content to SciSports, whether directly or through a video partner, the Client warrants that it holds all rights, licences and permissions needed to make that content available to SciSports and its sub-processors.

6. Service levels and remedies

6.1 The service levels, support arrangements and turnaround times for the Services are set out in Annex 1, the Service Level Agreement, which forms part of the Agreement. Where the Offer states a specific turnaround time or service level for a deliverable, the Offer prevails for that deliverable.

6.2 A turnaround time starts on receipt of a complete and compliant submission by the Client, in accordance with the workflow agreed under clause 5.2.

6.3 Where SciSports fails to meet an agreed turnaround time for a material part of the deliverables in a calendar month, the Client may notify SciSports in writing. SciSports then provides a written remediation plan within ten (10) business days and assigns a named contact to the Client for the duration of the remediation.

6.4 Where the failure continues in the following calendar month after a remediation plan has been provided, the Client may terminate the affected part of the Services with immediate effect and without penalty, and SciSports refunds on a pro rata basis the fees already paid for the affected deliverables that were not delivered.

6.5 The remedies in this clause do not apply where the failure results from late, incomplete or non-compliant submissions by the Client, from a cause described in clause 20, or from an outage at a third party provider that SciSports could not reasonably avoid.

6.6 The remedies in this clause are the primary remedies for a missed turnaround time. They do not exclude the Client's right to terminate for material breach under clause 21.

7. Accounts and Authorised Users

7.1 The Client decides which individuals receive access to the Services, within the number of accounts, the roles and the access levels set out in the Offer.

7.2 Each Authorised User must hold an individual account. Accounts are personal and non-transferable and login details may not be shared with any other person, including team mates, coaches, parents, legal guardians, agents, intermediaries or third party service providers.

7.3 Each Authorised User must activate their own account and accept the User Terms before they can use the Services. The Client cannot activate an account or accept the User Terms on behalf of an Authorised User.

7.4 The Client is responsible for the use of the Services by its Authorised Users and ensures that they comply with the Agreement. Acts and omissions of an Authorised User in breach of the Agreement are attributed to the Client.

7.5 Organisational accounts are created on email addresses within a domain whitelisted for the Client. Where Annex 2 applies, Player Access accounts are created on private email addresses and domain whitelisting does not apply to them.

7.6 The Client may add, deactivate or delete accounts through its administrator accounts, within the limits of the Offer.

8. Suspension

8.1 SciSports may suspend an individual account where there is a reasonable suspicion of shared or unauthorised use, where the Authorised User breaches the User Terms, where continued access creates a security or legal risk, or where applicable law or a competent authority requires it. SciSports informs the Client of the suspension without undue delay, and where practicable before it takes effect.

8.2 SciSports does not suspend or terminate accounts provided under the Agreement on the ground of inactivity. Accounts paid for by the Client remain available for the Term whether or not the Authorised User logs in.

8.3 SciSports may suspend the Services for non-payment only after it has given the Client written notice and a period of at least fourteen (14) days to pay, and the invoice remains unpaid after that period.

8.4 Suspension does not suspend the Client's obligation to pay the fees, except where the suspension is caused by an act or omission of SciSports.

9. Permitted use and restrictions

9.1 The Client may use the Services and their output for its own internal purposes, being the analysis, development, evaluation, recruitment and management of its own teams, players and staff.

9.2 The Client may not make the Services, access to the Services or any output of the Services available to any third party. This includes other clubs, academies, leagues, federations, other players, scouts, agents and intermediaries, sponsors, media parties, data providers and any other third party. This clause is subject to clauses 9.3 and 9.4.

9.3 By way of exception to clause 9.2, and where Annex 2 forms part of the Agreement, the Client is expressly permitted to give its Designated Players access to the Services through the Player Access licences purchased under the Offer, on the terms of Annex 2. This permission is limited to Player Access for Designated Players and does not extend to any other person or entity.

9.4 Where Annex 2 forms part of the Agreement, a Designated Player may invite their own parent or legal guardian to hold a Parent Account, on the terms of Annex 2. A Parent Account is created on the invitation of the Designated Player, gives view access to the Player Content of that player and the ability to give or withdraw the consents described in clause 13, and is included in the Player Access licence purchased by the Client. The Client does not create Parent Accounts and cannot invite a parent or legal guardian itself.

9.5 The Client may also share individual output, such as a clip or a report, with a player of the Client and with the parent or legal guardian of that player, outside the Platform, for the purpose of the development of that player. Apart from Player Access and Parent Accounts, nothing in this clause allows the Client to give any person access to the Platform.

9.6 The Client and its Authorised Users may not copy, modify, reverse engineer, decompile, scrape or screen record the Platform or its content, may not use bots, automated tools or artificial intelligence systems to extract data from the Platform, and may not use the Services or their output to build or train a competing product or model.

9.7 The Client may not resell, sublicense, rent or otherwise commercially exploit the Services or their output.

9.8 The Client and its Authorised Users may not submit content that is unlawful, that infringes the rights of a third party, or that they do not have the rights and consents to submit.

10. Client Data, consents and warranties

10.1 The Client grants SciSports a non-exclusive, worldwide, royalty free licence to host, store, reproduce, display, distribute, analyse and otherwise process the Client Data for the purpose of providing and supporting the Services, including making analytics available to the Authorised Users in accordance with their access level.

10.2 The Client Data remains the property of the Client. Clause 12 governs the ownership of the Platform, of Event Data and of the analytics and derived insights that SciSports generates.

10.3 The Client represents, warrants and covenants on a continuing basis that, before submitting any player data, email address, video footage or related personal information to SciSports, whether directly or through an academy management system, registration system or other third party platform, it has obtained and documented all rights, permissions and legally valid consents required from the player and, where the player is under 18 years of age, from their parent or legal guardian, sufficient to allow SciSports to:

- receive, store, process and analyse player email addresses and personal information for the purpose of issuing invitations to the Platform;
- record, receive, process and analyse video footage and performance data;
- generate analytics, rankings, metrics and derived insights;
- create and maintain player profiles within the Platform; and
- display player information, statistics, video clips, analytics and rankings within the Platform to Authorised Users and, where the Offer provides for it, to other authorised users of the Platform such as scouts and club administrators with the appropriate access permissions.

10.4 The Client expressly authorises SciSports to use the player email addresses it provides for the sole purpose of issuing account creation invitations, and warrants that providing those addresses complies with applicable privacy and data protection law, including the Children's Online Privacy Protection Act (COPPA), applicable U.S. state privacy statutes and, where relevant, applicable Canadian federal and provincial privacy law including PIPEDA.

10.5 The Client warrants that the consents it has obtained satisfy applicable federal, state and provincial privacy, data protection, publicity, image rights, name, image and likeness (NIL) and youth protection law, in the jurisdictions where the Client operates and where its players live.

10.6 SciSports relies on the warranties in this clause as the basis for processing the Client Data, including the data of players under 18. SciSports has no obligation to verify the consents obtained by the Client.

10.7 At the first written request of SciSports, the Client provides written evidence that the consents referred to in this clause have been obtained and are valid.

10.8 Where a consent is withdrawn, expires or turns out to be invalid, the Client informs SciSports without undue delay. SciSports may then suspend or stop the affected processing and suspend or

terminate the affected account, without a refund or credit being due and without liability towards the Client or the individual concerned.

10.9 The Client indemnifies and holds harmless SciSports against all claims, damages, fines, costs and expenses, including reasonable attorneys' fees, arising from or relating to a failure of the Client to obtain, maintain or accurately represent the consents described in this clause.

11. Age of individuals and data relating to children under 13

11.1 No individual under 13 years of age may hold an account or use the Platform. SciSports does not create accounts for children under 13.

11.2 The Client may submit footage, performance data and related analytics relating to players under 13, for example match footage of a youth team, only where it has obtained verifiable parental or guardian consent in accordance with COPPA before submitting that data. The Client warrants that it has done so, and SciSports relies on that warranty.

11.3 Where data relating to a player under 13 is submitted, all of the following apply. No account is created for the player. No account is created for a parent or legal guardian in connection with that player's data. The data is accessible only to the authorised coaching and technical staff of the Client through their organisational accounts. The data is not used for advertising, for behavioural profiling, or for any purpose beyond delivering the Services to the Client. The data is never published on FCElevate.com or in any other public facing part of the Services.

11.4 SciSports is developing a parent controlled account model, in which a parent or legal guardian holds and controls the profile of a child under 13 until the child reaches 13. That model is not available at the date of these General Terms. If and when SciSports makes it available, it will be offered on terms and, where applicable, against fees to be agreed separately. Nothing in the Agreement obliges SciSports to develop or offer that model, and it is not included in the fees stated in the Offer.

11.5 A parent or legal guardian who wishes to access, correct or request deletion of the data of a player under 13 may contact the Client or SciSports at legal@scisports.com. SciSports verifies such a request with the Client before acting on it.

12. Intellectual property and ownership

12.1 SciSports and its licensors own all rights, title and interest in the Platform, the software, the models and algorithms, the analytics, rankings, metrics, visualisations and derived insights, the databases and the SciSports brand. The Agreement grants the Client no rights in these other than the limited right of use described in clause 9.

12.2 Event Data made available through the Services remains the property of the party identified as its owner in the Offer. The Agreement grants the Client and its Authorised Users a limited right to access that data through the Services and only in accordance with the Agreement.

12.3 Nothing in the Agreement transfers ownership of any Event Data, match footage, player profile or other content made available through the Services.

12.4 SciSports may use aggregated and de-identified data derived from use of the Services for benchmarking, statistical analysis and improvement of the Services, provided that the data cannot reasonably be used to identify an individual or the Client. SciSports does not use Client Data, including match footage, to train machine learning models for its own purposes unless the Client authorises this in writing, as set out in the DPA.

12.5 Where the Client provides feedback or suggestions about the Services, SciSports may use that feedback freely, without any obligation and without the Client acquiring any right in the result.

12.6 SciSports uses artificial intelligence and machine learning techniques as part of the Services. The output of those techniques is subject to human oversight and professional review by SciSports. Artificial intelligence supports but does not replace the professional judgement of SciSports or of the Client. The Client remains responsible for its own decisions and for the way it uses the output of the Services.

12.7 SciSports takes appropriate organisational and technical measures to ensure that the use of artificial intelligence within the Services is transparent, subject to human review, and in line with applicable law.

13. Publication on FCElevate.com and other public facing areas

13.1 SciSports operates FCElevate.com, a public facing website that is accessible without logging in.

13.2 Publication of a player's Gravity Card or video content on FCElevate.com, or in any other public facing area of the Services, requires the explicit, affirmative opt in consent of the individual player or, where the player is a minor, of their parent or legal guardian.

13.3 The Client cannot give this consent on behalf of a player. The warranties in clause 10 do not cover this consent and cannot replace it.

13.4 This consent is obtained directly from the player or their parent or legal guardian, through the SciSports onboarding flow or, where the parent or legal guardian holds a Parent Account, through that account, under the User Terms, and is recorded by SciSports. Publication of video content is a separate consent from publication of a Gravity Card. Where the consent is not given, no profile, card or video of that player is published publicly.

13.5 The individual, or the parent or legal guardian of a minor, may withdraw the consent at any time through account settings or by contacting legal@scisports.com. On withdrawal, SciSports removes the content from the public facing area within thirty (30) days.

13.6 The Client may inform SciSports in writing that it does not wish public publication to be offered to its players at all. SciSports then does not present the publication option to those players for the duration of the Term.

14. Fees, invoicing and payment

14.1 The Client pays the fees stated in the Offer. All amounts are in US dollars and are exclusive of sales tax and comparable taxes, which are added to the invoice where they apply.

14.2 SciSports issues an invoice referring to the signed Offer. Unless the Offer states otherwise, payment is due within fourteen (14) days of the invoice date and, where the Services relate to a season, in full before the start of that season.

14.3 The Client owes the fees for all accounts and deliverables purchased under the Offer, whether or not the accounts are activated and whether or not the deliverables are used.

14.4 Fees are non-refundable unless these General Terms or the Offer expressly state otherwise. The Client may not set off any amount against the fees or suspend payment, except for an amount that SciSports has confirmed in writing as due to the Client.

14.5 Where the Client disputes an invoice, it notifies SciSports in writing within ten (10) business days of the invoice date, with reasons, and pays the undisputed part within the payment term.

14.6 On late payment SciSports may charge interest of one and a half per cent (1.5%) per month on the outstanding amount, or the highest rate permitted by applicable law if lower, together with the reasonable costs of collection.

14.7 SciSports may adjust its fees for a renewal or extension term. SciSports notifies the Client of the adjusted fees at least thirty (30) days before the end of the current Term.

15. Confidentiality

15.1 Each party keeps the Confidential Information of the other party confidential, uses it only for the performance of the Agreement, and discloses it only to its personnel, professional advisers and subcontractors who need it and who are bound by confidentiality obligations that are at least as protective.

15.2 The obligation does not apply to information that is or becomes publicly available without breach of the Agreement, that the receiving party already held without a duty of confidentiality, or that the receiving party develops independently.

15.3 A party may disclose Confidential Information where required by law, a court order or a competent authority. Where permitted, it informs the other party first and limits the disclosure to what is required.

15.4 The confidentiality obligation continues for five (5) years after the end of the Agreement, and for as long as the information remains confidential in the case of Personal Data and of player data.

15.5 On request after the end of the Agreement, each party returns or destroys the Confidential Information of the other party, subject to statutory retention obligations and to the DPA.

15.6 SciSports may name the Client and use the Client's name and logo as a reference on its website and in client overviews only with the prior written approval of the Client, which the Client will not unreasonably withhold. Any further promotional or content collaboration is agreed in the Offer or separately in writing.

16. Data protection

16.1 The processing of Personal Data under the Agreement is governed by the DPA, which forms an integral part of the Agreement. The DPA prevails over these General Terms with respect to the processing of Personal Data.

16.2 In respect of the Client Data and the processing of player content within the Services, the Client acts as controller and SciSports acts as processor. Under U.S. state privacy laws the Client is the business and SciSports is the service provider or contractor.

16.3 In respect of its direct relationship with an individual user, including account activation, acceptance of the User Terms, authentication, support, service communications and the handling of data subject rights for that account, SciSports acts as controller on the basis of the Privacy Statement.

16.4 The division of roles in this clause does not limit the warranties and the indemnity of the Client under clause 10.

16.5 The security measures that SciSports applies, the approved sub-processors, the arrangements for international transfers, the breach notification period and the arrangements for deletion and return of Personal Data are set out in the DPA and its Schedules. SciSports gives at least thirty (30) days written notice of the addition or replacement of a sub-processor, as set out in the DPA.

16.6 SciSports makes no representation that it holds a security certification that it does not hold. The DPA describes the controls that are actually in place and names the open improvement items.

17. Warranties and disclaimers

17.1 SciSports warrants that it will perform the Services with reasonable skill and care and in accordance with the description in the Offer.

17.2 The analytics, ratings, rankings, metrics, valuations and derived insights provided through the Services are estimates produced by models. SciSports does not warrant that they are accurate, complete or free of errors, and gives no warranty as to any sporting, commercial, recruitment or transfer outcome.

17.3 The completeness and quality of the output depend on the availability, completeness and quality of the footage and the player information supplied by or on behalf of the Client or another authorised party. SciSports does not warrant that all matches, statistics, clips or player profiles are complete or free of errors.

17.4 SciSports does not warrant that the Services will be available without interruption or free of errors.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CLAUSE, THE SERVICES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND SCISPORTS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

18. Limitation of liability

18.1 Neither party is liable for indirect, exemplary, special, consequential, punitive or incidental damages, including lost profits, lost data, loss of opportunity or goodwill, or the cost of replacement services, even if that party was aware of the possibility of such damages.

18.2 The total aggregate liability of SciSports, its affiliates and their respective officers, directors, employees, agents and representatives, and of its suppliers and service providers, arising out of or relating to the Agreement is limited to the greater of (a) the amount of the fees paid by the Client under the Agreement in the twelve (12) months preceding the event that gave rise to the liability, or (b) one hundred US dollars (USD 100).

18.3 A series of connected events counts as one event for the purpose of the limit in clause 18.2.

18.4 The limitations in this clause do not apply to (a) damages for bodily injury where applicable law prevents the limitation of damages, (b) the obligation of the Client to pay the fees due under the Agreement, or (c) the indemnification obligations of the Client under clauses 10.9 and 19.1.

18.5 Some states do not allow the exclusion or limitation of incidental or consequential damages, so the exclusions above may not apply in full in those states.

19. Indemnification

19.1 The Client indemnifies, defends and holds harmless SciSports, its affiliates and their respective officers, directors, employees and representatives against all third party claims, and against any fine or measure imposed by a supervisory authority, together with the resulting damages, costs and expenses including reasonable attorneys' fees, arising from or relating to (a) a breach by the Client of clause 10 or clause 11, (b) the use of the Services or their output by the Client or by an Authorised User in breach of the Agreement, (c) the export, download, sharing or publication of output by an Authorised User or by a person who obtained it from an Authorised User, or (d) a claim relating to intellectual property rights, database rights, image rights, portrait rights, publicity rights, NIL rights, privacy or data protection in respect of the Client Data.

19.2 A party claiming indemnification informs the other party in writing without undue delay, gives the indemnifying party control of the defence and of any settlement, and provides reasonable cooperation at the cost of the indemnifying party. A failure to notify in time only affects the indemnity to the extent it prejudices the defence. No settlement that imposes an obligation or an admission on the other party is made without that party's written consent.

20. Force majeure

20.1 Neither party is liable for a failure to perform caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil unrest, strike, act of a government or competent authority, failure of the public internet, failure or outage of a cloud or hosting provider, cyber attack, and the failure of a third party data or footage provider.

20.2 The affected obligations are suspended for the duration of the event. The affected party informs the other party without undue delay and takes reasonable steps to limit the effect.

20.3 Where the event continues for more than sixty (60) days, either party may terminate the affected part of the Agreement in writing, without liability. Fees for Services already delivered remain due.

20.4 A payment obligation is not suspended by an event under this clause.

21. Termination and consequences

21.1 Either party may terminate the Agreement with immediate effect by written notice where the other party is in material breach and has not cured that breach within thirty (30) days of receiving written notice describing it.

21.2 Either party may terminate the Agreement with immediate effect where the other party is declared bankrupt, applies for suspension of payments, is placed in liquidation, or otherwise ceases to be able to pay its debts.

21.3 Neither party may terminate the Agreement for convenience during the Term, unless the Offer expressly provides for it.

21.4 On the end of the Agreement, access to the Services ends, SciSports deactivates the accounts created under the Agreement, and Player Access ends in accordance with Annex 2 where it applies.

21.5 SciSports deletes or returns Personal Data in accordance with the DPA. Deactivation and deletion of Player Access accounts follow the periods in Annex 2.

21.6 Fees already invoiced and fees for the remainder of the Term remain due, and no refund or credit is given, except where the Client terminates under clause 21.1 or clause 21.2 for a breach by SciSports, in which case SciSports refunds on a pro rata basis the prepaid fees for Services not yet delivered.

21.7 Clauses 1, 3, 9.6, 10.9, 12, 15, 16, 17, 18, 19, 23, 24 and 25, and any other provision that by its nature is intended to continue, survive the end of the Agreement.

22. Versions and amendments

22.1 These General Terms carry a version number and a date. The version identified in the Offer applies to that Agreement for the whole Term.

22.2 SciSports may publish a new version of these General Terms. A new version does not apply to an Agreement that has already been signed and does not change the rights and obligations of the

parties during the Term. Publication of a new version on the SciSports website has no effect on a signed Agreement.

22.3 The then current version applies to a renewal or extension. SciSports notifies the Client of the applicable version at least thirty (30) days before the start of the renewal term, together with a summary of any material change. Where the Client does not accept a material change, the Client may choose not to renew, or the parties may agree in writing to continue on the existing version.

22.4 An amendment of the Agreement, of the Offer or of an Annex requires the written agreement of both parties, signed by an authorised representative.

22.5 Changes to the DPA, to the list of approved sub-processors, to the Privacy Statement and to the User Terms follow the procedures in those documents and do not require the Agreement to be signed again.

23. Governing law and dispute resolution

23.1 The Agreement is governed by the laws of the State of Delaware, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

23.2 Where a dispute arises, the parties first try to resolve it in good faith. Either party may escalate the dispute in writing to a senior representative of each party, and the parties then have thirty (30) days to reach a solution before starting arbitration. This does not prevent a party from seeking urgent injunctive relief.

23.3 A dispute that is not resolved under clause 23.2 is finally settled by binding arbitration seated in Montgomery County, Pennsylvania, in the English language, in accordance with the Commercial Arbitration Rules and the Expedited Procedures of the American Arbitration Association then in effect, by one arbitrator with substantial experience in resolving commercial contract disputes in the sports industry. Judgment on the award may be entered in any court with jurisdiction.

23.4 Notwithstanding clause 23.3, either party may start proceedings in a court of competent jurisdiction for injunctive or other equitable relief, including to protect Confidential Information or intellectual property, pending the decision of the arbitrator.

23.5 For all purposes of the Agreement the parties consent to the exclusive jurisdiction and venue of the state courts in Montgomery County, Pennsylvania and of the United States District Court for the Eastern District of Pennsylvania.

23.6 A cause of action arising out of or relating to the Agreement must be started within one (1) year after the cause of action arose, after which it is permanently barred.

23.7 The parties knowingly and voluntarily waive their right to a jury trial. The parties waive the right to bring or participate in a class, collective or representative action in relation to the Agreement, and arbitration is on an individual basis only.

23.8 The prevailing party in an arbitration or other proceeding under the Agreement is entitled to reimbursement of its reasonable expenses, including reasonable attorneys' fees and expert witness fees.

24. Notices

24.1 A notice under the Agreement is given in writing, by email to the address stated in the Offer and, in the case of a notice to SciSports, to legal@scisports.com, or by courier to the address stated in the Offer.

24.2 A notice by email is deemed received on the first business day after it is sent, unless the sender receives a delivery failure message.

24.3 Each party keeps the contact details in the Offer up to date.

25. Miscellaneous

25.1 The Client may not assign or transfer the Agreement, in whole or in part, without the prior written consent of SciSports. SciSports may assign or transfer the Agreement to an affiliate or to a successor in connection with a merger, acquisition or sale of substantially all of its assets, and informs the Client of any such transfer.

25.2 SciSports may engage subcontractors and sub-processors in the performance of the Services, and remains responsible to the Client for their performance. Sub-processors are governed by the DPA.

25.3 The Agreement does not create a partnership, joint venture, agency or employment relationship between the parties.

25.4 Where a provision of the Agreement is invalid or unenforceable, the remaining provisions stay in force, and the parties replace the invalid provision with a valid provision that is as close as possible to its intended effect.

25.5 A failure or delay by a party in exercising a right under the Agreement is not a waiver of that right.

25.6 The Agreement contains the entire agreement between the parties on its subject matter and replaces all earlier proposals, quotes, correspondence and understandings on that subject matter.

25.7 The Agreement may be signed electronically and in counterparts, each of which counts as an original.

25.8 The English language version of the Agreement governs.

26. Contact

SciSports Inc.

270 Upland Square Drive #1104

Pottstown, PA 19464

United States

legal@scisports.com

These General Terms and Conditions are issued by SciSports Inc., a Delaware corporation. SciSports Inc. is part of the SciSports group, together with SciSports B.V., Woudenbergseweg 56, 3707 HX Zeist, The Netherlands, registered with the Dutch Chamber of Commerce under number 58187863.