



TERMS AND CONDITIONS

These terms and conditions (“**T&Cs**”), and any relevant Schedule, constitute the entire agreement between Customer and Genius Sports in respect of the provision of the GS Services (the “**Agreement**”).

1. GS SERVICES

1.1 Genius Sports shall supply the GS Services to Customer in accordance with the Agreement. Customer shall not utilize the GS Services other than as set forth in the Agreement.

2. FEES AND PAYMENT TERMS

2.1 Customer shall pay the Fees in accordance with this clause 2 on the Website. Customer shall be solely responsible for payment of VAT and/or any other applicable sales, excise and withholding taxes. All Fees under this Agreement shall be payable in the currency stated on the Website (as updated from time to time).

2.2 Customer shall make all payments under the Agreement without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, Customer shall, when making the payment to which the withholding or deduction relates, pay to Genius Sports such additional amount as will ensure that Genius Sports receives the same total amount that it would have received if no such withholding or deduction had been required.

3. CUSTOMER OBLIGATIONS

3.1 Customer shall:

- (a) only use the GS Services for the Permitted Purpose;
- (b) ensure that the Conditions are met prior to Genius Sports providing the GS Services and throughout the Term;
- (c) use all reasonable endeavours to prevent any unauthorised access to, or use of, the GS Services (in whole or in part) and shall immediately notify Genius Sports in the event of any such unauthorised access; and
- (d) comply, and shall procure that any End User and Affiliate complies, with all Relevant Laws.

3.2 Customer shall not, and shall procure that End Users shall not:

- (a) modify in any way the whole or any part of the GS Services;
- (b) create derivative works based on the GS Services or the whole or any part of the GS Services;
- (c) merge or combine the whole or any part of the GS Services with or incorporate the whole or any part of the GS Services into any other programs;
- (d) assign, sell, market, exploit, transfer, distribute, gift, licence or otherwise make available to another person or permit another person to use the whole or any part of the GS Services;
- (e) export, either directly or indirectly, any technical data relating to the GS Services in breach of Relevant Laws, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires and export licence or other governmental approval; or
- (f) reverse engineer, reconfigure, decompile or disassemble the whole or any part of the GS Services or the

program code, make copies of the GS Services, charge or otherwise deal in or encumber the GS Services or delete, remove or in any way obscure Genius Sports' proprietary notices on any copy of the GS Services.

- 3.3 Customer shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer-Provided Content. In the event of any loss or damage to the Customer-Provided Content, Customer's sole and exclusive remedy shall be for Genius Sports to use commercially reasonable endeavours to restore the lost or damaged Customer-Provided Content from the latest back-up of such Customer-Provided Content maintained by Genius Sports (if applicable). Genius Sports shall use commercially reasonable endeavours to prevent any loss, destruction, damage or disclosure to Customer-Provided Content, but shall not be responsible for any loss, destruction, alteration or disclosure of the Customer-Provided Content caused by any third party.
- 3.4 If Customer becomes aware of any misuse of any GS Services or any security breach in connection with this Agreement that could compromise the security or integrity of the GS Services or otherwise adversely affect Genius Sports, then Customer shall immediately cease using the GS Services and notify Genius Sports and fully co-operate with Genius Sports (and assist where necessary) to remedy the issue as soon as reasonably practicable. Genius Sports may suspend the GS Software until the misuse or security breach is remedied.

4. GS SOFTWARE

- 4.1 During the Term, and subject always to Customer's payment of the Fees and compliance with the Conditions, Genius Sports shall grant Customer a revocable, non-sublicensable, non-exclusive, non-transferable, worldwide Software Licence for the Permitted Purpose in accordance with and subject to the terms and conditions of this Agreement.
- 4.2 For the avoidance of doubt, if the Agreement is terminated or expires for any reason, the Software Licence shall be terminated and Customer shall immediately cease using the GS Software and shall, at Genius Sports' option, return or destroy all copies of the GS Software in its possession or control, including any back-up copies of the GS Software created under clause 5.5 of this Agreement.
- 4.3 Customer may use the Software Licence for the number of concurrent users agreed between Genius Sports and Customer. Where the Parties agree that only a specific number of concurrent users may utilise the GS Software, Customer shall not increase the number of concurrent users without Genius Sports' prior written consent and shall immediately notify Genius Sports if the number of users of the GS Software exceeds the number of agreed concurrent users.
- 4.4 Customer shall comply, and shall ensure that any End Users comply with this Agreement and any applicable End User licence agreement for the GS Software, as updated and communicated by Genius Sports or its Affiliates from time to time.
- 4.5 Customer agrees to indemnify, and keep indemnified, GS Indemnitees from and against any and all liabilities, obligations, losses, damages, costs and expenses (including reasonable legal fees) arising from or relating to Customer or End User's use of the GS Software in violation of this Agreement.
- 4.6 Genius Sports shall use reasonable endeavours to provide virtual support to Customer and End Users in respect of any issues that arise in respect of the GS Services, provided:
- (a) Customer has complied with its obligations under this Agreement in respect of its use of the GS Services; and
 - (b) Customer provides all information and access necessary for Genius Sports to fulfil its obligations under this clause 4.6.
- 4.7 Genius Sports may, in its sole discretion, cease providing the current version of any GS Software, at which point the current version will be depreciated (the "**Depreciated Version**"). Where GS Software becomes a Depreciated Version:
- (a) Genius Sports will issue an announcement if the current version of GS Software becomes a Depreciated

Version;

- (b) for a period of two (2) months after the announcement (the “**Deprecated Version Period**”), Genius Sports shall use commercially reasonable endeavours to continue to support the Deprecated Version and respond to problems with the Deprecated Version Genius Sports, in its sole discretion, deems to be critical; and
 - (c) during the Deprecated Version Period, no new features shall be added to the Deprecated Version.
- 4.8 Following the Deprecated Version Period, Genius Sports reserves the right, in its sole discretion, to cease providing all or any part of the Deprecated Version immediately without notice for any reason.

5. DELIVERY AND INSTALLATION

- 5.1 Customer is responsible for:
- (a) ensuring that its systems are compatible with the GS Software and free from Viruses;
 - (b) any costs of effecting compatibility or inter-operability; and
 - (c) the integration of the GS Software with Customer’s systems (if applicable).
- 5.2 Genius Sports shall use reasonable endeavours to assist with the integration but shall not be responsible for any delays to, or liabilities as a result of, integration. Customer shall provide Genius Sports with access to Customer’s systems, materials, information and any other items which Genius Sports may reasonably require to assist with the integration of the GS Software.
- 5.3 The GS Services shall be deemed to be Accepted by Customer once Customer accesses it via (as applicable):
- (i) Genius Sports’ servers or website (“**Remote Access**”), (ii) Customer’s equipment or systems, or (iii) any other means which it is made available.
- 5.4 Where the GS Services are made available via Remote Access:
- (a) Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Genius Sports’ data centres or services, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer’s network connections or telecommunications links or caused by the internet; and
 - (b) Customer shall ensure that no Virus(es) are distributed or transmitted to Genius Sports’ servers, networks, data centres or systems through Customer’s access to and use of the GS Services.
- 5.5 Where the GS Services are made available to Customer through installation on Customer’s systems, Customer shall be entitled to make reasonable back-up copies of the GS Services. Any such copy shall in all respect be subject to the terms and conditions of this Agreement and shall be deemed to form part of the GS Services.

6. INTELLECTUAL PROPERTY

- 6.1 Genius Sports and/or its Affiliates and/or licensors (as applicable) retain sole ownership of any and all Intellectual Property Rights, of all types or nature whatsoever, in the GS Technology and the logos or trademarks of Genius Sports and its Affiliates. Customer agrees and acknowledges that no Intellectual Property Rights in the GS Technology shall at any point be or become Customer’s property. Customer shall not be entitled to claim any goodwill, rights or ownership to the Intellectual Property Rights in the GS Technology at any time. Customer agrees that should any right (including any moral right), title or interest in the GS Technology that arises at any time or any goodwill arising out of the use thereof become vested in it or any of its employees, sub-contractors, consultants or agents (by operation of law or otherwise) then, to the extent that such rights have vested in Customer, it shall hold the same on trust for Genius Sports. Customer agrees that it will, at the request of Genius Sports, at all times hereafter do all such acts and execute such documents as may be necessary or desirable to secure the vesting in Genius Sports of all right, title and interest in and to any Intellectual Property Rights in the GS Technology.
- 6.2 Genius Sports will not be prohibited from improving its technology based on general learning and know-how

gained from the provision of the GS Services to Customer and Genius Sports' other customers. Genius Sports may use any suggestions or feedback without accounting, attribution or compensation to Customer.

- 6.3 Customer hereby agrees to refrain from any action which would diminish Genius Sports' Intellectual Property Rights in or relating to the GS Technology or which would call those rights into question.
- 6.4 Customer agrees not to delete, remove or alter any trade marks, logos, copyright notices or similar proprietary notices or marks or marks of Genius Sports' licensors including any electronic watermarks or other identifiers that may be incorporated in the GS Technology.
- 6.5 Customer remains sole owner of the Intellectual Property Rights it owned prior to the execution of the Agreement.

7. PRIVACY

- 7.1 Each Party shall comply with its obligations under Data Protection Laws as detailed under the Privacy Schedule.

8. MUTUAL WARRANTIES

- 8.1 Each Party represents, warrants and undertakes to the other Party that it:
 - (a) has full power, title, and authority to enter into this Agreement; and
 - (b) complies with, and shall continue to comply with, all Relevant Laws.

9. CUSTOMER WARRANTIES

- 9.1 Customer hereby warrants, represents and undertakes to Genius Sports that:
 - (a) at all times during the Term, Customer shall remain in control (by ownership, license or otherwise) of the right, title, and interest in and to Customer-Provided Content and shall ensure that Genius Sports has sufficient access, creation and/or usage rights in Customer-Provided Content (whether created internally by Customer or sourced from a third party supplier) required for provision of the GS Services;
 - (b) Customer will not sub-license, transfer, encumber, sell, rent or otherwise provide access to the GS Technology (or any part thereof) to any third party;
 - (c) Customer will not use the GS Services in connection with Gambling;
 - (d) Customer will not (and will not attempt to) in any way without the prior written consent of Genius Sports:
 - (i) access, use or copy any part of the GS Technology (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the GS Technology (or any part thereof) or otherwise permit access to the GS Technology (or any part thereof) by a competitor of Genius Sports;
 - (ii) use the GS Technology (or any part thereof) to be used, for the purposes of product evaluation, benchmarking and/or other comparative analysis intended for publication; and
 - (e) neither Customer nor any of its Affiliates, directors or offices (now and on an ongoing basis), nor to Customer's knowledge any beneficial owner, agent or employee thereof is nor for the past 5 years has been or transacted (direct or indirectly) with a Sanctioned Person.

10. GENIUS SPORTS OBLIGATIONS

- 10.1 Subject to clause 10.2, Genius Sports undertakes:
 - (a) to use reasonable skill and care in carrying out all its obligations under the Agreement;
 - (b) that the GS Services shall conform with their description in all material respects;
 - (c) to use reasonable endeavours to prevent any loss or damage to Customer's software, hardware or other equipment; and
 - (d) to use reasonable endeavours to maintain the availability of the GS Services during the Term.

10.2 Notwithstanding anything contained in this Agreement, Genius Sports does not represent, warrant or undertake, nor provide any assurances, that: (i) the GS Services are entirely error-free, bug-free, fault-free, that it will be available (in whole or in part) at all times, (ii) any result and/or operation (in each case, expected and/or intended) can be achieved, or (iii) the GS Services will be compatible with Customer's software, hardware or other equipment. Genius Sports shall not be liable for any damage caused to Customer, including any damage to Customer's software, hardware or other equipment, as a result of: (i) Genius Sports' compliance with Customer specifications or instructions, (ii) any combination of the GS Services, including data or content included therewith, with products or services not supplied by Genius Sports, where such damage would not have occurred but for such combination, (iii) any adaptation or modification of the GS Services, including data or content included therewith, where such damage would not have occurred but for such adaptation or modification, (iv) Customer's failure to follow any instructions provided in advance by Genius Sports, and (v) using the GS Services in breach of the terms of this Agreement or Genius Sports' instructions. The GS Services are provided on an 'as-is' and 'as available' basis. To the fullest extent permitted by law, Genius Sports expressly disclaims all statutory and/or express or implied conditions, warranties or terms relating to the GS Services.

11. INDEMNITIES

11.1 Customer will fully indemnify and keep GS Indemnitees fully indemnified against all actions, proceedings, costs (including reasonable legal and advisory fees), damages, expenses, fines, losses (including loss of profits), penalties, claims (including any relating to Data Protection Laws), demands and liabilities directly or indirectly suffered or incurred by Genius Sports (or its directors, officers or employees) howsoever arising from any alleged or actual breach by Customer of clauses 7, 8, 9.1, and/or 14.1. Further, Customer shall be responsible for compliance with the terms of the Agreement by End Users, and Customer's indemnification obligation above shall extend to any acts, omissions, services and deliverables of End Users.

12. LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by applicable law, Genius Sports shall not be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if Genius Sports has been advised of the possibility of such damages. Subject to clause 12.3, Genius Sports liability under or in connection with this Agreement, however arising, shall in no circumstances exceed in aggregate the Fees received by Genius Sports in the twelve (12) month period preceding the date the liability arose.

12.2 Neither Party shall have any liability for any failure or delay in performing its obligations under the Agreement (excluding payment obligations) resulting from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. The affected party shall as soon as reasonably practicable after the start date of the Force Majeure Event notify the other party in writing of: (a) the Force Majeure Event; (b) the date on which it started; (c) its likely or potential duration; and (d) its effect on its ability to perform its obligations under the Agreement.

12.3 Any limitations of liability in the Agreement shall not apply to:

- (a) wilful default and/or fraud;
- (b) death and/or personal injury; or
- (c) any other liability which cannot legally be limited.

13. TERMINATION

13.1 Either Party shall be entitled to terminate the Agreement (without prejudice to its other rights and remedies) immediately on written notice if the other Party:

- (a) is subject to an Insolvency Event;
- (b) commits a material breach of the Agreement (being a single event or a series of events which are together a material breach) which:
 - (i) is incapable of remedy; or

- (ii) is capable of remedy but has not been remedied within thirty (30) days of receipt of written notice specifying the breach and the Party's intention to terminate if the same is not remedied;
 - (c) the other Party fails to comply with Relevant Laws.
- 13.2 Genius Sports shall be entitled to (without prejudice to its other rights and remedies), (i) suspend the supply of GS Services by giving not less than twenty four (24) hours' notice in writing (e-mail shall suffice) of such suspension, and/or (ii) terminate this Agreement immediately on written notice to Customer if:
 - (a) the payment of Fees pursuant to this Agreement is overdue and such amount has not been paid by Customer within ten (10) Business Days of written remainder from Genius Sports;
 - (b) Customer and/or its Affiliates violates clause 9.1(e) in any material respect and/or commits any act or omission that may have an adverse effect on Genius Sports' reputation; and/or
 - (c) Customer undergoes a Change of Control.
- 13.3 In the case of any suspension of the supply of GS Services as Genius Sports is authorized herein, no discount, credit note or refund shall be provided in respect of the period during which the Services are unavailable as a result of such suspension.
- 13.4 Upon the expiry or termination of this Agreement, all rights and authorisations granted by Genius Sports to Customer under this Agreement shall automatically terminate and immediately revert to Genius Sports. The expiry or termination of the Agreement for any reason shall not affect any rights and/or obligations accrued before the date of termination or expiry, or expressed or intended to continue in force after and despite expiry or termination.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

- 14.1 Subject to clauses 14.2 and 14.3, each Party undertakes that it will not at any time disclose to any person, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party (including the other Party's Affiliates) which is disclosed to it by the other Party, including the terms and conditions of the Agreement. If such disclosure is required by law, securities exchange rule, or any legal or regulatory authority, the Party required by the authority to make such a disclosure shall, to the extent legally permitted, give the other Party written notice of such disclosure as soon as possible prior to making the disclosure and upon request and shall assist the other Party in obtaining a protective order or other relief.
- 14.2 Customer acknowledges Genius Sports' right to publicise the Agreement. Customer agrees to support Genius Sports in publicising the Agreement for marketing and investor relations purposes through the issue of joint press releases, and any other marketing activity reasonably requested by Genius Sports. Genius Sports will be permitted to use Customer's logo on the Genius Sports' website and Genius Sports will also be permitted to publish a case study of GS Services under the Agreement on the relevant page of the website, provided Genius Sports gets approval of that case study from Customer, which will not unreasonably be withheld, conditioned or delayed.
- 14.3 Without limitation to clause 14.2, either Party may, after consultation with the other Party (to the extent that such consultation is practicable), make an announcement concerning the Agreement if required by: (i) law; or (ii) any securities exchange or regulatory or governmental body to which that Party is subject, wherever situated, whether or not the requirement has the force of law.

15. NOTICES

- 15.1 Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be in writing in English and shall be: (i) delivered personally or by commercial courier to the address of the other Party's then registered address (or such other address as the receiving Party has specified to the sending Party on at least ten Business Days' notice; (ii) in the case of a notice sent by Genius Sports to Customer, sent by email to the email address Customer provided by Customer on the Website; or (iii) in the case of a notice sent by the Customer to Genius Sports, sent by email to legal@geniussports.com.

15.2 Any notice given or made under this Agreement shall, in the absence of earlier receipt, be deemed to have been received as follows: (a) if delivered personally, at the time of actual delivery; (b) if delivered by commercial courier, at the time of signature of the courier's receipt, provided that a notice deemed to have been received on a day which is not a Business Day, or after 18:00 hours in the place of receipt, shall instead be deemed to have been received on the next Business Day at the commencement of normal business hours in the place of receipt; or (c) if sent by email, at the time of transmission.

16. ASSIGNMENT AND DELEGATION

16.1 A Party shall only be entitled to assign its rights under the Agreement with the prior written consent of the other Party, except that Genius Sports shall be entitled to assign its rights under the Agreement without consent to an Affiliate or a purchaser of all or a substantial part of its assets, business or undertaking.

16.2 Genius Sports may delegate the performance of any of its obligations hereunder to third parties without Customer's consent, provided however that Genius Sports shall remain liable in contract for the performance of the GS Services notwithstanding such delegation.

17. GENERAL

17.1 When the GS Services are being provided:

(a) **in the USA:** the Agreement shall be governed by New York law, and the Parties submit to the exclusive jurisdiction of the courts with competent jurisdiction in the state of New York in respect of any dispute or matter arising out of or connected with the Agreement; or

(b) **outside the USA:** the Agreement shall be governed by the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or matter arising out of or connected with the Agreement.

17.2 **(Non-Waiver)** The granting by either Party of any time or indulgence in respect of any breach of any term of this Agreement by the other shall not be deemed a waiver of such breach and the waiver by either Party of any breach of any term of this Agreement by the other shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

17.3 **(Privity)** This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, any third party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

17.4 **(Severability)** Should any term of this Agreement be considered invalid, illegal, unenforceable, void or voidable under any applicable law, then such term(s) shall be severed or amended in such manner as to render the remainder of this Agreement valid and enforceable, unless the whole commercial object is thereby frustrated. Upon determination of illegality or invalidity, the Parties shall negotiate in good faith to amend this Agreement to effect the original intent of the Parties.

17.5 **(Audit)** Genius Sports and its nominated representatives shall have the right to audit Customer to ensure that the use of the GS Services by Customer is in compliance with the terms of this Agreement. Such audit shall take place no more than once every twelve months and on reasonable notice to Customer. Customer shall provide all reasonable assistance to Genius Sports in the performance of such audit.

17.6 **(Entire Agreement)** The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. The Parties acknowledge and agree that Genius Sports shall not be liable for, and Customer hereby irrevocably waives any and all claims, actions or proceedings of any kind against GS Indemnitees in respect of, any acts or omissions of Genius Sports in respect of where any goods or services of a similar nature were supplied by Genius Sports to Customer without a signed written agreement in place between the Parties. Each Party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement.

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For previous versions, please email legal@geniussports.com

- 17.7 (**Intent**) Each Party undertakes with the other to do all things reasonably within its power that are necessary or desirable to give effect to the spirit and intent of this Agreement. The Parties are independent contractors, and no Party is empowered to bind another with respect to any contracts, arrangements or understandings with any third party.
- 17.8 (**No Implied Relationship**) Nothing in this Agreement, and no action taken under this Agreement, shall create a partnership or establish a relationship of principal and agent between the Parties or otherwise authorise a Party to bind the other Party for any purpose.
- 17.9 (**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.
- 17.10 (**Costs**) Except as otherwise stated in this Agreement, each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement.
- 17.11 (**Variation**) No variation of the Agreement or of any of the documents referred to herein shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 17.12 (**Survival**) Clauses 2, 3, 4, 8, 9, 11, 12, 14 and 15(inclusive) and any other clause that by implication is intended to survive, shall survive termination or expiry of the Agreement.

DEFINITIONS SCHEDULE

The following definitions shall apply to the Agreement:

"Accepted" means confirmation from Customer that the GS Software is in good condition, complete and fit in every way for the purpose for which it is intended (and **"Acceptance"** shall be construed accordingly).

"Agreement" has the meaning given to it in the recitals.

"Affiliate" means in respect of any person to whom the term **"Affiliate"** refers, a company which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose "control" means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity's affairs are conducted in accordance with its wishes.

"Betting" means any form of betting or gambling activity (involving a bet or a stake) in connection with the outcome of any sporting contest (including matches, competitions, races and other sporting fixtures), including by means of pool betting, pari mutual betting, spread betting, betting exchanges and other direct wagering, and any ancillary services associated therewith including risk, trading and pricing services;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England or the United States.

"Change of Control" occurs if a person who Controls any body corporate ceases to do so or if another person acquires Control of it.

"Control(s)" means in relation to a body corporate, the power of a person to directly or indirectly secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (a) by means of the holding of shares or the possession of voting power, in or in relation to that or any other body corporate; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate, and **"Controlled"** shall be construed accordingly.

"Conditions" means any conditions, inclusions, exclusions or dependencies, as specified by Genius Sports to Customer from time to time, which Genius Sports is reliant on Customer providing in order for Genius Sports to deliver, supply or operate the GS Services.

"Customer" means the customer purchasing the GS Services.

"Customer-Provided Content" means: (i) any data or information provided by Customer or End Users to Genius Sports, including (i) any data or information necessary for Genius Sports to provide, supply or operate the GS Services; and (ii) any data inputted by Customer or End Users in the course of using the GS Services.

"Data Protection Laws" means, to the extent applicable, any international, national, state, and/or local law, statute, declaration, decree, directive, legislative enactment, order, ordinance, guideline, code, regulation, rule or other binding restriction as updated and amended from time to time which relates to the privacy and data protection of individuals with regards to the processing of personal data to which a Party is subject, including the California Consumer Privacy Act, the UK Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR, the UK GDPR (as defined under s3(10) of the UK Data Protection Act 2018), and any other laws or regulations that are similar, equivalent to, successors to, or that are intended to implement the laws or regulations that are identified herein.

"Effective Date" means the date on which the GS Services are purchased by Customer on the Website.

"End Users" means any person who operates or utilises the GS Services on behalf of Customer.

"Fees" means all sums due to Genius Sports from Customer under the Agreement, as set out in the Website.

"Force Majeure Event" means any event beyond the reasonable control of that Party including fire, flood, insurrection, epidemic, pandemic, war, terrorism, earthquake, power failure, cyber-attack or distributed denial-of-service attack (or any other attack which interrupts or impairs the IT network), civil unrest, explosion, embargo and

strike.

"Gambling" means any form of gambling activity howsoever described, including Betting, games of chance and/or lotteries.

"Genius Sports" means **Genius Sports Italy S.R.L.**, a company incorporated in Italy with company number IT02928410659, with its registered office at Salerno, Via Parmenide 260 – 84131, Italy.

"GS Indemnitees" means Genius Sports, its Affiliates and its respective shareholders, employees, directors and officers;

"GS Technology" means the GS Services, and the technology used by Genius Sports to provide the GS Services, including all inventions, works, documents, data, know-how, algorithms, data field naming conventions, methodologies, information, and materials that Genius Sports has developed or acquired to enable Genius Sports to run and operate such technology.

"GS Services" means the GS Software, together with any relevant Product Documentation.

"GS Software" means the software to be provided by Genius Sports to Customer, as specified on the Website.

"Insolvency Event" occurs in relation to a Party when it: (i) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (ii) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation; (iii) 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 (iv) has an administrator, an administrative receiver or trustee appointed over all or any of its assets.

"Intellectual Property Rights" means all patents, rights to inventions, business names and domain names copyright, moral rights, registered designs, registered and unregistered trademarks, trade secrets, know-how and confidential information 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.

"Party" means each of Customer and Genius Sports, together the **"Parties"**.

"Permitted Purpose" means the use of the GS Services for Customer's internal business purposes (which shall not include allowing use of the GS Services by, or for the benefit of, any person other than the Customer and its End Users).

"Person" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organisation, trust, union, association, and/or government authority (including public international organisations).

"Product Documentation" means any instruction manuals, user guides or documentation relating to the use and operation of the GS Services (including any documentation provided by third-party manufacturers of items relating to or incorporated into the GS Services) supplied by Genius Sports to Customer from time to time.

"Relevant Laws" means (i) any statute, regulation, by law, ordinance or subordinate legislation which is in force for the time being to which a Party is subject, (ii) the common law as applicable to the Parties (or any one of them), (iii) any binding court order, judgement or decree applicable to the Parties (or any one of them), (iv) any applicable industry code, policy, guidance, standard or accreditation terms enforceable by law which is in force for the time being, and/or stipulated by any applicable Relevant Regulatory Authority, (v) any trade, economic and financial sanctions laws, regulations, embargoes and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by a governmental authority having jurisdiction over any Party to this Agreement from time to time, and (vi) any of the above in regard to the use and advertising of Virtual Currencies.

"Relevant Regulatory Authority" means any government, government department or governmental, quasi-governmental, supranational, statutory, regulatory, administrative or investigative body or other competent authority

(including any national anti-trust or competition authorities or similar authorities) having relevant jurisdiction over any relevant person and/or the subject matter of this Agreement.

"Remote Access" has the meaning given to it in clause 5.3.

"Restricted Transfer" means a transfer of personal data from a country which has Data Protection Laws which impose restrictions on extra-territorial transfers of personal data to a country which does not provide an adequate level of protection for personal data as required by Data Protection laws of the country of export.

"Sanctioned Person" means at any time any Person or undertaking with whom it is unlawful for the other Party to transact business with under Relevant Laws.

"Software Licence" means a licence to use the GS Software for the Term.

"Term" means one (1) year from the Effective Date.

"Virus(es)" means any thing or device (including any software, code, file or programme) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise), or (iii) adversely affect the user experience.

"Virtual Currencies" means virtual goods and/or virtual currency (including the use of cryptocurrency, cryptoassets, and/or skins).

"Website" means any websites belonging to Genius Sports from which the GS Services are purchased by Customer, including but not limited to www.dataproject.com.

In the Agreement, unless otherwise specified:

- A. A person includes a natural person, company, corporation, general partnership, limited partnership, proprietorship, other business organisation, trust, union, association, and/or government authority (including public international organisations).
- B. References to any clause or Schedule is a clause in, or Schedule to, these T&Cs.
- C. The Schedules form part of these T&Cs and shall have effect as if set out in full in the body of the T&Cs. Any reference to these T&Cs in the Agreement includes the Schedules.
- D. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- E. The Agreement shall be binding on, and enure to the benefit of, the Parties and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- F. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.
- G. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.
- H. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- I. 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.

PRIVACY SCHEDULE

1. DEFINITIONS

- 1.1. In this Schedule, capitalised terms shall have the meaning set out elsewhere in the Agreement. Additionally, the following terms apply:

“controller”, “processor”, “data subject”, “personal data”, “process/processing/processed”, “sale” have the meanings given in the Data Protection Laws;

“Data Subject Request” means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws;

“EEA” means the Member States of the European Union together with Iceland, Norway, and Liechtenstein;

“EU SCCs” means the contractual clauses annexed to the European Commission’s implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;

“Personal Data Breach” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data;

“Restricted Transfer” means a transfer of personal data from a country which has Data Protection Laws which impose restrictions on extra-territorial transfers of personal data to a country which does not provide an adequate level of protection for personal data as required by Data Protection Laws of the country of export;

“Sub-Processor” means, where Genius Sports is acting as a processor, a processor engaged by Genius Sports to process personal data;

“Tracking Tech” means cookies or similar tracking technologies;

“UK Addendum” means the International Data Transfer Addendum to the EU SCCs issued by the Information Commissioner in the UK under s.119a(1) of the Data Protection Act 2018; and

“Visitor Data” means visitor device information (including identifiers and operating system information), browser information, cookie ID, email address, new/return visit, IP location, referring page and section/page URL viewed.

2. DISCLOSURE OF PERSONAL DATA AND THE RELATIONSHIP OF THE PARTIES

- 2.1. Each Party may disclose to the other Party personal data for the GS Services and the Tracking Tech. The Parties acknowledge and agree that GS Services are not intended for children, and that neither Party knowingly collects personal data relating to children. The Parties further agree that each Party shall comply with all obligations imposed on it under the Data Protection Laws, and acknowledge that:

- (a) Genius Sports is a processor and Customer is a controller for: Data Volley Media, Data Volley Professional, Click & Scout and Volleyboard;
- (b) the Parties are separate and independent controllers of Visitor Data.

- 2.2. The personal data shared between the Parties pursuant to this agreement includes:

- (a) personal data relating to the Party’s representatives, including name and contact details;
- (b) personal data relating to sports players, coaches, referees and judges, which may include their name, nickname, photograph, gender, date of birth, nationality, player position, team affiliation history, player match history, player/shirt number, and player performance statistics; and
- (c) Visitor Data.

3. CONTROLLER TO PROCESSOR TRANSFERS

- 3.1. Where Genius Sports is processor in respect of personal data, Genius Sports shall:

- (a) only process personal data in accordance with the documented instructions received from Customer unless required to do so by the Relevant Laws to which Genius Sports is subject. In such a case, Genius Sports shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to process personal data are under an obligation of confidentiality;
 - (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate:
 - (i) the pseudonymisation and encryption of personal data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
 - (d) notify Customer without undue delay on becoming aware of a Personal Data Breach involving personal data;
 - (e) make available to Customer all information necessary to demonstrate compliance with the Data Protection Laws and allow and contribute to audits conducted by a mutually agreed independent auditor. Customer shall bear all costs associated with such audits;
 - (f) promptly notify Customer about any instructions from Customer which, in Genius Sports' opinion, infringes the Data Protection Laws;
 - (g) taking into account the nature of processing and the information available to Genius Sports, at Customer's cost, assist Customer with its obligations regarding Data Subject Requests, data protection impact assessments, Personal Data Breach, and consultations with the relevant supervisory authority;
 - (h) only retain personal data as necessary for purposes of this Agreement; and
 - (i) ensure that any transfer of Customer Personal Data which is a Restricted Transfer complies with Data Protection Laws.
- 3.2. Customer hereby authorises Genius Sports to engage Sub-Processors to process personal data. Where Genius Sports engages Sub-Processors, Genius Sports shall:
- (a) enter into a written agreement with the Sub-Processor which appoints the Sub-Processor on terms and conditions that comply with the applicable Data Protection Laws and are no less onerous on the Sub-Processor, and no less protective of personal data and of data subjects, than the provisions of this Schedule; and
 - (b) notify Customer prior to any intended change to Sub-Processors. Customer may object to the addition of a Sub-Processor based on reasonable grounds relating to a potential or actual violation of Data Protection Laws by providing written notice detailing the grounds of such objection within ten (10) calendar days following Genius Sports' notification of the intended change. The Parties will work together in good faith to address any objection by the Customer. If the Parties cannot reach agreement to use the Sub-Processor within ten (10) calendar days of Genius Sports' notification of an objection pursuant to this Schedule, then Genius Sports may terminate the relevant service with immediate effect on written notice to the Customer.

4. CONTROLLER TO CONTROLLER TRANSFERS

- 4.1. Each Party shall comply with all the obligations imposed on a controller under Data Protection Laws where acting as an independent controller, including:
- (a) ensure that it has all necessary notices, consents, and lawful bases in place (as applicable) to enable the lawful transfer of personal data;
 - (b) process personal data only for the purposes described in 2.1(a) and 2.1(b) of this Schedule;
 - (c) ensure that any recipients of personal data are subject to written contractual obligations concerning the data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - (e) ensure that any transfer of personal data which is a Restricted Transfer complies with Data Protection Laws;
 - (f) execute EU SCCs and/or the UK Addendum where appropriate; and
 - (g) execute any new or replacement SCCs as required from time to time by any change in Data Protection Laws.

5. TRACKING TECH

- 5.1. So that Genius Sports may provide Customer with marketing and services and to enhance its sponsorship opportunities, Genius Sports (and/or its Affiliate(s)) shall have the right to place Tracking Tech on Customer's digital properties for marketing (and associated analytics) purposes to track and collect Visitor Data. Genius Sports shall collect data (including personal data) using the Tracking Tech from individuals who visit Customer's website and/or digital properties.
- 5.2. The Parties shall cooperate in good faith to ensure that each Party complies with Data Protection Laws regarding such Party's collection and processing of Visitor Data. Therefore, the Parties undertake to ensure that Customer's websites and/or digital properties:
- (a) include a consent management platform that: (i) provides a clear and comprehensive explanation of how the Tracking Tech works and the purposes for which Tracking Tech is deployed on the Customer's end users' devices; (ii) allows its end users to freely give or withdraw consent to store the Tracking Tech on their device; (iii) collects all necessary prior explicit consent of end users (where legally required) and provides the opportunity for withdrawal of consent via a mechanism that is shared with Genius Sports (including, where required under Data Protection Laws, recognising and passing to Genius Sports any "do not sell or share my personal information" requests); and (iv) includes appropriate notice of Genius Sports as a recipient of Visitor Data and a live hyperlink to Genius Sports' policy on Visitor Data to be later provided by Genius Sports. Where Customer's websites and/or digital properties involve the processing of Visitor Data originating in the EEA or UK, the foregoing consent mechanism must be compliant with the most recent version of the IAB Transparency & Consent Framework (TCF); and
 - (b) contains a privacy notice that: (i) discloses the use of Tracking Tech to collect Visitor Data and includes appropriate notice of Genius Sports as a recipient or a class of recipient that contains Genius Sports; (ii) discloses the categories of data collected by the Tracking Tech and use of that data, including that Visitor Data will be used to serve interest-based advertisements to end users via a real-time bidding platform; (iii) contains a conspicuous live hyperlink to an opt-out website that provides end users the ability to opt out of interest-based advertising through Genius Sports; and (iv) complies with all Data Protection Laws.
- 5.3. The privacy notice described in paragraph 5.2(b) of this Schedule shall be pre-approved by Genius Sports in writing and include any other information that, having regard to the specific circumstances of

the collection and expected processing, is required to enable fair processing.

- 5.4. The Parties agree the only lawful basis for processing Visitor Data of end users in the EEA is consent. Such consent must be collected in accordance with paragraph 5.2 of this Schedule.
- 5.5. Customer shall make available to Genius Sports on request in a timely manner (and in any event within three (3) Business Days) documentary written evidence sufficient to demonstrate Customer's compliance with paragraph 5 of this Schedule.
- 5.6. To the extent that disclosure of personal data between Customer and Genius Sports is deemed to be a "sale" or "sharing" under Data Protection Laws, each Party shall be independently responsible for compliance with its obligations and provide assistance to the other Party as necessary for that Party to address its obligations under Data Protection Laws.

6. RESTRICTED TRANSFERS

- 6.1. The Parties agree that when there is a Restricted Transfer of personal data and/or Visitor Data, such transfer shall be subject to the EU SCCs or the UK Addendum, as applicable. With respect to any such Restricted Transfers, the EU SCCs and/or the UK Addendum are incorporated into this Agreement by reference and will come into effect upon commencement of such Restricted Transfer, and the following terms shall apply. In each case, the data exporter is the Party or its Affiliates (as applicable) disclosing the personal data and the data importer is the Party or its Affiliates (as applicable) receiving the personal data:
- 6.2. EEA Transfers: With respect to Restricted Transfers from the EU to a country outside the EU, Genius Sports and Customer enter into the EU SCCs Module One where the Parties are independent controllers and Module Four where Genius Sports is processor and the following terms in the EU SCCs shall apply:
 - (a) In Clause 7, the optional docking clause is applicable to Module One and Four;
 - (b) In Clause 11(a), the optional language is not applicable to Module One and Four;
 - (c) In Clauses 17 and 18, for Module One and Four, the governing law and choice of forum and jurisdiction stipulated in this Agreement shall be deemed to apply to the extent that it is the law and the courts of an EU Member State otherwise it shall be deemed to be those of the Republic of Ireland;
 - (d) In Annex I.A., for Module One and Four, the Parties agree the name and address of each Party will be listed as identified in this Agreement, relevant activities include those described in paragraph 2.1 of this Schedule, and each Party is deemed to have signed and dated the EU SCCs as per the date of this Agreement;
 - (e) In Annex I.B., for Module One and Four, the categories of data subjects are those described in paragraph 2.2 of this Schedule, categories of personal data include those described in paragraph 2.2 of this Schedule, sensitive data may include injury data of sports players, the frequency of the transfer is on a continuous basis, the nature and purpose of processing is as described in this Schedule, personal data will be retained as necessary for purposes of this Agreement (other than Visitor Data, which shall be retained 24 months from the date of collection), and transfers to Sub-processors (as applicable) are as described in paragraph 3.2 of this Schedule;
 - (f) In Annex I.C., (and Clause 13(a)), for Module One and Four, the competent supervisory authority shall be determined by the place of establishment of the data exporter, to the extent that this authority will be that of an EU Member State, otherwise it shall be deemed to be the Irish Data Protection Commission; and
 - (g) Annex II, for Module One, the Parties agree to provide technical and organisational measures upon request of either Party.
- 6.3. UK Transfers: With respect to Restricted Transfers from the UK to a country outside the UK, Genius

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Sports and Customer enter into the UK Addendum, controller-to-controller where the Parties are independent controllers, controller-to-processor where Genius Sports is a processor, both of which shall be read in accordance with the provisions of paragraph 6.2 of this Addendum, and which shall be deemed amended by the provisions of Part 2 (Mandatory Clauses) of the UK Addendum. The Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK Addendum shall be deemed completed as follows:

- (a) Table 1 of the UK Addendum is deemed completed with the start date listed as the date of the Agreement, the Parties agree the name and address of each Party will be listed as identified in this Agreement, the data exporter shall be the Party disclosing the personal data and the data importer shall be the Party receiving the Personal Data, and the signatures of each Party are deemed to be inserted;
- (b) Table 2 of the UK Addendum is deemed completed by selecting the first option with the date as the Effective Date;
- (c) Table 3 of the UK Addendum is deemed completed with cross-references to the relevant parts of this Schedule and Annexes of the EU SCCs as applicable between the Party disclosing the personal data, as the data exporter, and the Party receiving the personal data, as the data importer; and
- (d) Table 4 of the UK Addendum is deemed completed with 'neither Party' selected.