

# General Terms and Conditions of Sportradar Group ("GT")

## 1 Applicability

- 1.1 Present Standard Terms for Sportradar Agreements, hereinafter "**SA**" are applicable to Sportradar Agreements if explicitly referred to and included into agreements with Sportradar in writing. The parties (as defined under Section 2.) agree upon these conditions.
- 1.2 The present GT supersede all prior SA of Sportradar AG.

## 2 Definitions

- 2.1 Sportradar AG ("**Sportradar**") has its registered office at P.O. Box 96, 9524 Zuzwil, Switzerland and is registered under the registration number CH-320.3.062.151-0. Sportradar is one of the world's leading information suppliers for sport related data and statistics as well as sophisticated technical solutions. Sportradar with its headquarters in Switzerland acts as a global player with an international infrastructure of offices and agents in several countries.

3 Sportradar accumulates archives and analyses sports data as well as sports information and delivers the services for the media industry under the brand "sportradar.com". Sportradar provides its wide range of sports data related products to any customers in the market with the need of reliable data and high performance technology.

- 3.1 **Customer:** Customers closing an SA with Sportradar who have been specified in the SA.

- 3.2 **SA Service Agreement**

## 4 Subject Matter of SAs

- 4.1 Sportradar undertakes to deliver to the Customer the products and/or services as agreed upon in a separate "Sportradar Advertising Quote" (hereinafter referred to as the "**SAQ**"). The concrete services are generally be defined in the SAQ and its annexes. Sportradar shall deliver the Services in the defined technical way and in the listed languages.

## 5 Rights and Obligations of Sportradar

- 5.1 Sportradar may, at its sole discretion use the services of third parties as subcontractors, in particular but not solely the services of its affiliated companies and subsidiaries such as Sportradar GmbH and Sportradar AS, to provide its obligations hereunder. Sportradar assures that there will be no additional charge to the Customer resulting from Sportradar 's utilisation of third party services.
- 5.2 Sportradar Provides space for advertisement as defined and specified in the SA. This space for advertisement will be provided in the given time period and shared with other possible Clients.
- 5.3 All services provided by Sportradar are considered as non exclusive unless otherwise defined and granted in the SA.

- 5.4 Sportradar does not guarantee any numbers of page impressions.

## 6 Obligations of the Customer

- 6.1 To ensure the quality of the service the Customer is obliged to deliver data and technology reasonably requested by Sportradar (as defined in herein or in the SA) in order to enable Sportradar to provide the Services in a timely manner or as defined in the SA.

- 6.2 The Customer shall solely be responsible for any modifications done by the Customer on his part and the consequences of modifying the delivered service, content, information, data, layout, design, logo (especially the use of protected trademarks etc.) etc.. The Customer shall indemnify, defend and hold harmless from and against all liabilities, costs, damages, claims and expenses as a result of the Customer's modifications.

- 6.3 The Customer shall not be entitled to resell, sublicense, distribute or otherwise provide fragments and/or ensemble of the Content and/or Services provided hereunder by Sportradar to the Customer's Affiliates and/or to any other third party unless expressly agreed between the parties in writing. Affiliate shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the voting stock or voting equity interest are owned directly or indirectly by a party; or (ii) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity interest of a party; or (iii) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (i) or (ii).

- 6.4 Limitations of the Customer: The Customer may use the Services

- 6.4.1 solely for the company mentioned above as Customer (and limited to the brand specified in the SA)

- 6.4.2 solely for the domain specified in the SA. The Customer is not entitled to route the Services to other web domains. The Customer is only entitled to use the provided data/solution for the purposes named in this Agreement.

- 6.5 In case the majority of the voting stock or voting equity interest in the Customer is sold or the Customer is going to be taken over in any other direct or indirect way, Sportradar is entitled to terminate this Agreement with immediate effect within the next 4 (four) weeks after notification of such event by the Customer to Sportradar.

## 7 Invoicing / Consideration

- 7.1 The Customer undertakes to pay to Sportradar the compensation defined in the SA (hereinafter referred to as "**Prices**") plus value added tax (VAT), if applicable, as closer specified in the SA. All payment conditions have to be specified in the SA.

- 7.2 The above mentioned amount includes page impressions up to the amount defined in the SA impressions (or a similar number of page views). For each further page impressions (or page views) (hereinafter referred to as the 'Exceeded Quantity') the Customer will be charged an additional amount of an amount defined in the SA. Sportradar will disclose at the end of the month the page impressions (or page views). In the

event that there is an Exceeded Quantity by the end of the month, Sportradar is entitled to separately invoice the additional amount.

7.3 For long term contracts (contracts without limitation) Sportradar reserves the right to adjust all prices with yearly intervals. The maximal possible yearly adjustment is the 12 month average of the consumer price inflation of all European Union member states as specified in the European Harmonized Index of Consumer Prices (Euro area index 2005=100). The index is compiled and published by Eurostat (<http://epp.eurostat.ec.europa.eu>).

7.4 Payments are due and shall be made in advance. All payments shall be made by bank transfer within 10 (ten) days from receipt of the invoice from Sportradar to the following bank account:

Recipient: **Sportradar AG**

Company address:  
P.O.Box 96, CH-9424, Zuzwil, Switzerland  
Company registration number:  
CH-320.3.062.151-0/

Bank: UBS Bank  
Bank address: Hauptstrasse 37, CH-8280  
Kreuzlingen, Switzerland

IBAN (International Bank Account Number):  
CH630021721745702860T  
Swift Code: UBSWCHZH80A

7.5 The Customer shall solely be responsible to pay any and all taxes (including without limitation VAT, consumer taxes or any similar tax) that might be payable in the Customer's jurisdiction as a result of the Services hereunder. If any sums due to be paid by the Customer to Sportradar under this Agreement are not paid when due, then in addition to its other rights, Sportradar may subject to a 7 (seven) business day written notice

7.5.1 charge interest at the published Bank Rate plus 5 per cent (5 %) per annum on the overdue amount, from the date the sum fell due for payment until it is paid in full;

7.5.2 recover from the Customer reasonable legal costs (including attorney fees and internal costs) which incur for recovering the overdue amount;

7.5.3 require the Customer to pay immediately all amounts under this Agreement or any other contract between Sportradar and the Customer that are invoiced but unpaid; and

7.5.4 suspend or cease supplying Services to the Customer or suspend any other contract between them.

## 8 Term and Termination

8.1 Agreements shall generally come into force on 1<sup>st</sup> of each Month or Year and shall continue in force until 1<sup>st</sup> of a Month or Year (the "**Minimum Term**"). After expiration of the Minimum Term such Agreement shall be automatically renewed for further one year terms, unless terminated by either party effective as of the end of the Minimum Term or any subsequent term by giving 3 months prior written notice to the other party.

8.2 Either party may terminate such Agreement upon notice at any time during the term of this Agreement for good cause with immediate effect, on account of which the terminating party cannot

in good faith be expected to continue this Agreement. Good causes are, in particular:

8.2.1 if the other party shall commit a material breach (either anticipatory or incapable of rectification) of this Agreement; or

8.2.2 if upon notice in writing to the other party of any other material breach (being capable of rectification) of any provisions of this Agreement committed by that party, and said breach shall not have been rectified within fifteen (15) calendar days after receipt of the written notice from the other party requesting such rectification; or

8.2.3 upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings by the other party.

## 9 Intellectual Property Rights, Warranty and Liability

9.1 Save as explicitly provided herein, nothing in this Agreement or in the business relationship between the Parties shall constitute or be construed as the transfer or grant to the Customer of any property right, software, license, or any other right or interest in any information, data or work product made available by Sportradar to the Customer in the course of the business relationship or in any trademarks or other intellectual property rights owned by Sportradar or any of its subsidiaries and Affiliates (or their licensors). The Customer recognizes the validity of the title in the information and data made available by Sportradar and the trademarks and intellectual property rights owned by Sportradar or any of its subsidiaries and Affiliates (or their licensors), whether registered or not.

9.2 The Customer must promptly advise Sportradar of all cases of potential infringement of the trademarks or other intellectual property owned by Sportradar or any of its subsidiaries and Affiliates that comes to the Customer's attention, and shall render all assistance reasonably requested in connection with any action taken by Sportradar or its subsidiaries and Affiliates relating thereto. The control of such action, including the determination of whether to initiate action or to settle, shall be under the sole control of Sportradar.

9.3 Sportradar does not make or give, nor has any servant or agent of Sportradar the authority to (neither expressly nor implied) make or give, any representation, warranty or undertaking as to, and none of Sportradar or its Affiliates accept any liability in respect of, the accuracy, completeness, reliability, timeliness, or quality of the Sportradar data, Services or Content or their correspondence with description or as to their fitness for a particular purpose or as to the title and non-infringement of third party rights.

9.4 The Customer acknowledges that the use of the Sportradar data is no substitute for the independent use of judgement or knowledge of the relevant markets as to any proposed actions and that the Sportradar data is open to interpretation.

9.5 None of Sportradar, its Affiliates nor their respective agents, subcontractors and auxiliaries shall be liable for interruption of the supply or the availability of the Sportradar data, Services or Content, due to any cause whatsoever, including Sportradar's, its Affiliates' or their respective

- agents' or their subcontractors or auxiliaries negligence.
- 9.6 Neither Sportradar, nor any of its Affiliates, nor the Sportradar's software or data providers, agents, sub-contractors or auxiliaries shall be liable to the Customer or to any clients of the Customer for any direct damages or loss or any loss of profit as well as a loss of turnover, data, business or goodwill or for any indirect or consequential damages or loss or special damages arising in connection with the Sportradar products, data, Services and solutions like specified at § 2 (1) and (2) of this Agreement (in each case whether arising from negligence, breach of contract, equity, statute, tort or otherwise) even if the Sportradar has been notified of the possibility of that damage or loss, including:
- 9.6.1 any loss or damage which the Customer may incur as a result of the Sportradar products, data, Services and solutions failing to be wholly accurate, complete, reliable, accessible or otherwise as a result of any breach or non-performance of this Agreement; or
- 9.6.2 any loss or damage resulting from claims brought by any client of the Customer.
- 9.7 The Customer acknowledges that prior to the date of this Agreement the Customer has satisfied itself during the trial period that the Sportradar products, Services and solutions like specified at § 2 (1) and (2) is suitable for the Customer's purposes. All warranties and representations (neither implicit nor explicit nor by statute, common law or otherwise) by Sportradar are excluded to the fullest extent permitted by law.
- 10 Force Majeure**
- 10.1 Neither party will be liable to the other party for its inability or failure to perform or delay in performing any of its obligations under this agreement caused by any event or circumstances beyond the control of any party (a "Force Majeure Event").
- 10.2 If a Force Majeure Event occurs, then the party affected must immediately notify the other party of the nature and likely duration (if known) of the Force Majeure Event and take all reasonable steps to reduce the effect of the Force Majeure Event.
- 10.3 The party affected by the Force Majeure Event must notify the other party as soon as its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event.
- 11 Data Protection**
- 11.1 In relation with this Agreement, Sportradar will process (including storing) personal data (i.e. personal identifiable data regarding individuals and legal entities) concerning the Customer, the Customer's Affiliates, the Customer's clients as well as the employees/staff of the foregoing (hereinafter called "Client Data") in Switzerland as well as in other countries. The Client Data will be processed for the following purposes:
- 11.1.1 execution, fulfilment, handling and administration of this Agreement;
- 11.1.2 billing and reconciliation, for verification of customer identity and solvency;
- 11.1.3 for maintenance, support and product/service development;
- 11.1.4 for sales, revenue and customer analysis and reporting as well as for market and customer use analysis;
- 11.1.5 execution and service delivery under this Agreement;
- 11.1.6 provision of services (also to other customers);
- 11.1.7 to communicate by voice, letter, fax or e-mail to the Customer and its Affiliates as well as their employees regarding products and services offered by Sportradar or its Affiliates or subsidiaries or third parties.
- 11.2 Sportradar may make Client Data available to Affiliates or subsidiaries of Sportradar, as well as to its subcontractors/auxiliaries or other third parties (including other customers) in Switzerland and in other countries for processing in accordance with Ciper 10.1 above.
- 11.3 Customer hereby explicitly acknowledges and agrees to Client Data processing by Sportradar, its subcontractors/auxiliaries or other third parties in accordance with the foregoing Ciper 10.1 and Ciper 10.2 and Customer confirms having obtained any consent, provided any information and/or obtained any approval/authorization, made any registrations or the like necessary in order to allow such processing.
- 11.4 In relation with this Agreement, Sportradar might make available to the Customer personal data (i.e. personal identifiable data regarding individuals and legal entities) concerning itself, its Affiliates or subsidiaries, its subcontractors/auxiliaries, its other customers and the employees/staff of the foregoing (hereafter "**Sportradar Data**"). The Customer shall process such Sportradar Data in the country of contract as specified in the SA only for the purposes as necessary for the executions and fulfilment of this Agreement by the Customer. The Customer shall take all necessary organizational, technical and contractual measures to ensure the confidentiality, availability and integrity of the Sportradar Data and to ensure an appropriate level of data protection.
- 12 Place of Jurisdiction and Applicable Law**
- 12.1 Agreements shall be governed by and construed in accordance with Swiss law. Exclusive place of jurisdiction shall be Zuzwil, Switzerland.
- 13 Exclusivity**
- 13.1 In case of concurring General Terms and Conditions on the client's side it is agreed that these are not applicable on any agreement connected to these GT.
- 14 Final Provisions**
- 14.1 All agreements referring to these GT contain the entire agreement between the parties in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings between the parties hereto in respect of the subject matter hereof.
- 14.2 Any amendment of or modification to Agreements referring to these GT shall be made in writing (including any amendment or modification of this clause). The parties agree with binding effect that oral side agreements shall not be concluded, unless they are confirmed in writing. Any waiver by the parties of this written form requirement shall be subject to form requirements.

- 14.3 Neither party may assign to any third party, transfer nor otherwise dispose of this Agreement nor any obligation with respect thereto without the prior written consent of the other party, provided, however, that Sportradar may transfer and assign any or all of its rights and obligations hereunder to any Affiliate of Sportradar without the consent of the Customer. Any purported or attempted assignment in violation of this paragraph shall be null and void.
- 14.4 All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid air courier, sent by mail or sent by facsimile transmission to the party to be served at the address set out above (or such other address as either party may have notified in writing to the other party beforehand).
- 14.5 If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be reasonably replaced by a term that most closely reflects the intended purpose of the Agreement. The same applies in case of any gap and as regards the interpretation hereof.
- 14.6 This Agreement is executed in two original counterparts, with one counterpart intended for each party.
- 14.7 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Zuzwil, November 15, 2010