



**SKILLCORNER STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 For the purposes of this Agreement the following words shall have the meanings set forth against them:-

- “Additional Fees”** shall have the meaning set out at paragraph 2.4.
- “Additional Services”** shall have the meaning set out at paragraph 2.4.
- “Affiliate”** shall mean in respect of any Party at the relevant time, any holding company of that party and any subsidiary of that party, or of any such holding company, with the terms "holding company" and "subsidiary" having the meanings given in the Companies Act 2006.
- “Agreement”** shall mean, together, the relevant Work Order, paragraphs 1 to 26 inclusive herein; and any other schedules or documents incorporated herein by reference.
- “Business Day”** means any day (other than a Saturday or Sunday) on which banks are open for the conduct of normal banking business in the City of London;
- “Claim”** shall have the meaning set out at paragraph 9.1.
- “Client”** shall mean the client of SkillCorner (whether a professional football club, rights holder or other business) which is the contracting party to the relevant Work Order, together with its permitted assignee(s).
- “Client IP”** any and all Intellectual Property Rights relating to the Client or the Client’s brand which SkillCorner requires in order to provide the Services (including without limitation any names, logos, crests, video content, team sheets, data, branding or other content).

- “Commencement Date”** shall mean the date set out in the relevant Work Order.
- “Competitor Business”** shall mean any provider of data analytics services in the football industry which involves the generation of player tracking from broadcast video and/or an application for player recruitment.
- “Controller-to-Controller SCCs”** means [http://skillcorner.com/controller\\_to\\_controller\\_SCCs](http://skillcorner.com/controller_to_controller_SCCs)
- “Data”** shall mean any and all data collected or produced by SkillCorner in the course of providing the Services together with all representations of that data by way of graphical and statistical analysis and presentation;
- “Data Protection Laws”** means any data protection, privacy or similar laws that apply to data Processed in connection with the Agreement, including the European General Data Protection Regulation (2016/679) (the “**GDPR**”), the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58 and any amendments to these laws or replacements of these laws.
- “Fees”** shall mean the fees payable by the Client as set out in the relevant Work Order.
- “Force Majeure Event”** shall mean circumstances beyond the reasonable control of a Party, whether or not reasonably foreseeable at the time of entering into this Agreement, making it impractical to perform its obligations including:
  - (a) acts of God, flood, storm, drought, earthquake or other natural disaster;
  - (b) disease, epidemic or pandemic;

- (c) compliance with any law or governmental order or World Health Organisation rule, decision, regulation, guidance, recommendation, or direction;
- (d) terrorist attack, civil commotion, war or riots;
- (e) malicious damage;
- (f) nuclear, chemical or biological contamination;
- (g) internet outages;
- (h) communication outages;
- (i) failure of a utility service or transport network;
- (j) default of suppliers, contractors or subcontractors;
- (k) collapse of building, fire, explosion, breakdown or accident; and
- (l) strikes, lock-outs or other industrial disputes.

**“General Processing Activities”**

shall have the meaning set out at paragraph **Error! Reference source not found.**

**“Intellectual Property Rights”**

shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), trade secrets 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.

**“Licensed Data”**

shall mean the Data being licensed to the Client pursuant to this Agreement and which forms part of the Services, and which is collected from the main camera of a television broadcast (which is set out further in the Work Order and which may include Raw Tracking Data and/or Physical Data);

**“Non-licensed Data”**

shall have the meaning set out at paragraph **Error! Reference source not found.**

**“Permitted Use”**

shall mean as set out in the relevant Work Order.

**“Physical Data”**

shall mean the physical Data described further in the relevant Work Order, which may include metric and physical performance Data relating to, for example, distance covered in a match, distance in sprint, number of sprints, number of accelerations, speed and other data outputs derived from Raw Tracking Data, all computed in accordance with specific scientific definitions for each physical metric, and any other Data generated and/or produced and/or edited on the basis of the Raw Tracking Data.

**“Platform”**

shall mean the platform to which the Services relate as set out in the relevant Work Order.

**“Players”**

shall mean any players to which the Licensed Data or the Services relate.

**“Players Personal Data”**

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

**“Raw Tracking Data”**

shall mean the raw tracking Data described further in the relevant Work Order, which may include Data arising from the broadcast of football matches including, without limitation, the following:

- (i) the positions (x,y) of players visible on the broadcast;
- (ii) the position (x,y) of main referee visible on the broadcast; and



(iii) the position (x,y,z) of the ball visible on the television broadcast.

**“Relevant Third Parties”** shall mean the third parties named in the relevant Work Order together with any other third parties authorised by the Client to access the Platform, Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services in accordance with this Agreement.

**“Representative”** shall have the meaning set out at paragraph 6.8.

**“Restricted Country”** shall have the meaning set out at paragraph **Error! Reference source not found.**

**“Services”** shall mean the services provided by SkillCorner as set out in the relevant Work Order (which shall be subject to amendment from time to time upon the written agreement of both Parties), together with (if applicable) any Additional Services.

**“SkillCorner Materials”** shall mean any Intellectual Property Rights, equipment, documents, data, information, designs, processes, formulae, computer coding, algorithms, methodologies, products, materials, items, tools, systems, confidential systems and other works (whether owned by SkillCorner or a third party), provided by SkillCorner or its Representatives to the Client as part of this Agreement, whether as part of the Services or otherwise.

**“SkillCorner Parties”** shall have the meaning set out at paragraph 9.1.

**“Term”** shall have the meaning as set out in the Work Order.

**“Territory”** shall mean worldwide.

**“Third Party Software”** shall have the meaning set out at paragraph 3.7.

**“Third Party Software Terms and Notices”** shall have the meaning set out at paragraph 3.7.

1.2 The terms **“Controller”**, **“Data Subject”**, **“Personal Data”**, **“Process”** and **“Processing”** shall have the meanings ascribed to them in applicable Data Protection Laws.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 Words in the singular shall include the plural and vice versa. 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.

1.8 In the event of any conflict between the constituent parts of this Agreement, then such conflict will be resolved by giving precedence to such different parts in the following order of precedence: (a) first, the terms of the relevant Work Order; (b) second, the terms of the SkillCorner Standard Terms and Conditions; and (c) third, any other documents incorporated by reference.

## 2. **SERVICES**

2.1 Subject to the Client paying the Fees in accordance with the terms of this Agreement, SkillCorner shall provide the Client with access to the



Platform and provide the Services in accordance with this Agreement and as set out in the relevant Work Order.

2.2 The Services shall commence on the Commencement Date and shall continue for the Term, unless and until terminated by either Party pursuant to paragraph 11 or extended in accordance with paragraph 2.3 below.

2.3 The Parties hereby agree to discuss in good faith prior to the expiry of the Term the possibility of extending the Term for a further period beyond the expiry of the Term. For the avoidance of doubt, however: (a) any such extension shall only occur upon the prior written agreement of both Parties and no Party shall be obliged or bound to renew, extend or commence any form of new relationship beyond the expiry of the Term; and (b) in the event that the Parties agree to an extension, the Parties shall renegotiate the scope of the Services and the Fees in good faith, and agree and document in writing the amended Services and Fees (as applicable), whether in the form of a new or amended Work Order.

2.4 If the Client wishes to procure services additional or ancillary to the Services as set out in the relevant Work Order, the Client shall be entitled to make such request in writing to SkillCorner, providing reasonable advance notice and specifying the nature and scope of the additional services. SkillCorner shall be entitled to agree to, or reject, the Client's request at its sole discretion. In the event that SkillCorner agrees to the Client's request, the Parties shall agree in writing the scope of the agreed additional services ("**Additional Services**"), as well as the fees for the Additional Services ("**Additional Fees**").

2.5 SkillCorner's obligation to provide the Services in accordance with this Agreement shall be subject to the following:

2.5.1 the Services to be provided, the scope of such Services, the applicable Fees, and any timescales, shall be set out in an applicable Work Order;

2.5.2 the Client shall provide SkillCorner with such access, materials, personnel, cooperation and information as are reasonably required by SkillCorner to provide the Services;

2.5.3 SkillCorner shall not be liable for any delay or default in performance arising from the Client's failure to comply with paragraph 2.5.2 and no such delay will relieve or suspend its obligation to pay SkillCorner the Fees;

2.5.4 notwithstanding the requirements in paragraph 14.1 (if applicable), no change to the scope of the Services shall be effective unless signed in writing by the Client and SkillCorner and in the absence of any such change SkillCorner may (unless otherwise agreed) continue to provide (and the Client shall continue to pay for) such Services as if such change had not been requested;

2.5.5 the Client shall pay all invoices for Fees in accordance with the terms of the relevant Work Order and this Agreement; and

2.5.6 the Client shall not unreasonably withhold, condition, or delay acceptance of any such Services.

### 3. LICENCE AND INTELLECTUAL PROPERTY RIGHTS

3.1 In consideration of the Client's payment of the Fees and at all times in accordance with this Agreement, SkillCorner hereby grants the Client a limited, personal, non-exclusive, non-transferable, non-sub licensable licence to: (a) use the Services; and (b) download from the Platform, view and use the Licensed Data, in the Territory solely in connection with the Permitted Use. The Client may not use the Services, the Licensed Data (and, if applicable, Non-Licensed Data) or the Platform for any other purpose without SkillCorner's prior written consent.

3.2 The Client hereby grants to SkillCorner during the Term a royalty-free, worldwide, non-exclusive licence to use and reproduce the Client IP for the purposes of providing the Services and in connection with promoting and marketing the relationship between the Parties pursuant to this Agreement (including without limitation on customer lists on SkillCorner's website and social media channels).

3.3 The Client hereby acknowledges that SkillCorner and/or its licensors own all rights, title and interest (including Intellectual Property Rights) in and to the Platform, the Licensed Data (and, if applicable, Non-Licensed Data), the Services, the SkillCorner Materials and the registered and



unregistered trade marks of SkillCorner (the "SkillCorner IP"). The Client shall not have any right or interest in such SkillCorner IP except as expressly provided by this Agreement. Any rights not expressly granted to Client in this Agreement, are hereby reserved.

3.4 The Client acknowledges that the SkillCorner IP and any goodwill attached to it is and will remain property of SkillCorner and the Client shall not acquire any title or interest in it or goodwill as a result of the Client's use of them, and all use of the SkillCorner IP shall inure solely for SkillCorner's benefit.

3.5 The Client shall not:

3.5.1 copy, sell, distribute, reproduce, transfer, publicly display, translate, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble, lease, loan, sub-license or otherwise deal in copies or reproductions of the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) or the Services in any way except as expressly permitted by this Agreement;

3.5.2 remove, delete, obscure, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) or the Services;

3.5.3 circumvent, disable or otherwise interfere with security-related features of the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) or the Services, or with features that prevent or restrict use of the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) or the Services;

3.5.4 use the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) or the Services to infringe, misappropriate, or violate any privacy rights or third party rights (including Intellectual Property Rights);

3.5.5 use the Platform, Licensed Data (and, if applicable, Non-Licensed Data) or the Services in a way that is derogatory, libellous, threatening, offensive, harassing, deceptive,

abusive, promoting of violence or any illegal or immoral activities;

3.5.6 develop any service or product that is the same as, or substantially similar to, or that competes with the Platform and/or Services or any data or functionality in the Platform and/or Services.

3.6 The Client shall prevent, and shall be solely responsible for, any unauthorised access to or use of the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services. The Client will immediately notify SkillCorner of any unauthorised access or use of the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services.

3.7 The Platform, Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services may include third party software components that are subject to open source and/or pass-through commercial licences and/or notices ("**Third Party Software**" and "**Third Party Software Terms and Notices**", respectively), and to the extent of any conflict between this Agreement and any Third Party Software Terms, the latter shall take priority. The Client shall, and shall procure that any Relevant Third Parties shall, comply with any applicable Third Party Software Terms and Notices.

3.8 Any representations, warranties, indemnities or other commitments made by SkillCorner in this Agreement concerning the Platform, Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services (if any), are made by SkillCorner and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding anything in this Agreement to the contrary, SkillCorner does not make any representation, warranty, guarantee, or condition, and does not undertake any defence or indemnification, with respect to any Third Party Software.

#### 4. FEES

4.1 The Client shall pay SkillCorner all Fees in accordance with this Agreement and as set out in each applicable Work Order.



- 4.2 All Fees or sums stated in this Agreement or in any Work Order are stated exclusive of all taxes, tariffs, duties and levies imposed by any federal, state or local governmental entity which shall also be payable by the Client at the rate prevailing from time to time. All payments to SkillCorner must be made without deduction or set-off.
- 4.3 Save as otherwise agreed between the Parties in a Work Order, Fees are payable within thirty (30) of the date of invoice in Euros into the following bank account:
- BRED PARIS SAINT LAZARE
- BIC: BREFFRPPXXX
- IBAN: FR76 1010 7001 0800 1240 3954 236.
- 4.4 Failure to pay fees when due shall be a material breach of this Agreement which entitles SkillCorner to suspend or terminate (pursuant to paragraph 11 of this Agreement). If SkillCorner terminates this Agreement for the Client's material breach, SkillCorner will require the Client to pay, without delay, all Fees and all other fees and costs accruing before the termination date, and any other amounts the Client owes SkillCorner under this Agreement in each case without prejudice to any other right or remedy SkillCorner has in respect of such breach.
- 4.5 Fees for any Additional Fees which are not invoiced pursuant to the terms of the Work Order shall be invoiced in advance or as otherwise agreed between the Parties in writing.
- 4.6 Only to the extent agreed by the Parties and expressly set out in an "Expenses" section in the relevant Work Order, in addition to the Fees, SkillCorner will invoice the Client in respect of all reasonable travelling, hotel and subsistence expenses incurred by SkillCorner in connection with the supply of the Services (the "**Expenses**") provided that:
- 4.6.1 the Client's prior approval has been provided; and
- 4.6.2 such Expenses are supported by satisfactory evidence of the expense incurred.
- 4.7 SkillCorner and/or persons or companies acting on its behalf, or as agents, reserve the right to charge and recover all costs incurred in connection with the pursuance and/or recovery of outstanding monies and property from the Client.
- 4.8 Without prejudice to any other right or remedy that it may have, if the Client fails to pay SkillCorner any sum due under this Agreement on the applicable due date:
- 4.8.1 the Client shall pay interest on the overdue amount at the rate of eight per cent (8%) per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
- 4.8.2 SkillCorner may suspend all or part of the Services until payment has been made in full (including payment of any applicable interest).
- 4.9 Without prejudice to any other right or remedy which may be available to SkillCorner, whether under this Agreement or otherwise, SkillCorner reserves the right to set off against any monies due or becoming due to the Client, and/or deduct or withhold from payment of any such monies, any liability of SkillCorner to the Client and/or its affiliates whether under this Agreement or otherwise and howsoever arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise and whether such liability is present or future, liquidated or unliquidated).
5. **SKILLCORNER'S OBLIGATIONS**
- SkillCorner shall ensure that the Services will conform in all respects with the Work Order and perform the Services with the highest level of care, skill and diligence in accordance with best practice in the football data analytics sector.
6. **THE CLIENT'S OBLIGATIONS**
- 6.1 The Client shall:



- 6.1.1 perform its obligations under this Agreement with the highest level of care, skill and diligence in accordance with best practice in the football industry;
  - 6.1.2 co-operate with SkillCorner in all matters relating to the Services, and comply with SkillCorner's reasonable and lawful instructions (including without limitation those of the SkillCorner Lead) and act in good faith towards SkillCorner at all times;
  - 6.1.3 hold all SkillCorner Materials in safe custody at its own risk and maintain SkillCorner Materials in good condition until returned to SkillCorner, and not dispose of or use SkillCorner Materials other than in accordance with SkillCorner's written instructions or authorisations;
  - 6.1.4 not do or omit to do anything which may cause SkillCorner to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 6.1.5 ensure that the Client Lead is available at all times on reasonable notice to provide such assistance or information as SkillCorner may require; and
  - 6.1.6 have no authority (and shall not hold the Client's self out as having authority) to bind SkillCorner, unless SkillCorner has specifically permitted this in writing in advance in each case.
- 6.2 In relation to the Client's personnel, the Client shall ensure that any personnel involved in performance of its obligations herein have suitable skills and experience to enable them to perform the tasks assigned to them.
- 6.3 The Client acknowledges that a failure by SkillCorner to comply with the terms of this Agreement can only relieve the Client from complying with its obligations under this Agreement with effect from the date on which the Client notifies SkillCorner in writing and in reasonable detail of SkillCorner's failure and its effect or anticipated effect.
- 6.4 Subject to the terms of this Agreement, the Client may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Client in a conflict of interest with SkillCorner. However, for the avoidance of doubt and notwithstanding the foregoing or any other term of this Agreement, the Client may not, during the Term, be involved in, be engaged by or engage, do business with, grant a licence of intellectual property or procure services from, in any capacity, any Competitor Business, without the prior written consent of SkillCorner.
- 6.5 SkillCorner shall be entitled to provide services identical or similar to the Services to any other third party, including players, agents, clubs, leagues, associations and other businesses within the football and sports industries.
- 6.6 The Client shall appoint the Client Lead who shall have the responsibility and commensurate authority for the Client's obligations hereunder and to whom questions regarding the Agreement can be referred. The Client Lead shall co-operate with the SkillCorner Lead and shall attend meetings scheduled as reasonably requested by the SkillCorner Lead.
- 6.7 The Client shall provide SkillCorner and any employees, agents, officers, subcontractors, consultants and other representatives ("**Representatives**") of SkillCorner, in a timely manner such in-pur material and other information as SkillCorner may reasonably require in order to provide the Services, and ensure that such information is accurate in all material respects.
- 6.8 If SkillCorner's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its Representatives (the "**Client Default**"):
- 6.8.1 SkillCorner shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from SkillCorner's failure or delay to perform any of its obligations as set out in this paragraph 6; and
  - 6.8.2 SkillCorner shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays SkillCorner's performance of any of its obligations.



6.9 The Client shall not, without the prior written consent of SkillCorner, at any time from the date of this Agreement to the expiry of two (2) years after the expiry or termination of the Agreement, solicit or entice away from SkillCorner or employ or attempt to employ any person who is, or has been, engaged as a Representative of SkillCorner in the provision of the Services.

## 7. WARRANTIES

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

7.2 The Client warrants, represents and undertakes that it shall:

7.2.1 comply with all laws, regulations, regulatory policies, guidelines or industry codes which apply to its use of the Services in the Territory;

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

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

7.2.4 not infringe, misappropriate or violate SkillCorner's Intellectual Property Rights; and

7.2.5 not do, or omit to do, anything which disparages, defames or puts SkillCorner into disrepute, SkillCorner's trademarks/trading names, goodwill and/or the Services.

## 8. CONFIDENTIAL INFORMATION

8.1 Each of SkillCorner and the Client ("**Receiving Party**") shall at all times (both during the Term and after termination or expiry of the Agreement) keep confidential, and shall not without the prior consent of the applicable other Party ("**Disclosing Party**"), use or disclose to any third party (other than as permitted in this paragraph 8) any Confidential Information of the Disclosing Party, save as required by law or by

governmental or regulatory authority and/or to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of exercising the relevant Party's rights or carrying out its obligations under or in connection with this Agreement.

8.2 For the purpose of this Agreement, "**Confidential Information**" shall mean all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by the Disclosing Party, including but not limited to:

8.2.1 the terms of this Agreement;

8.2.2 any information that would be regarded as confidential by a reasonable business person relating to (i) the Licensed Data (and, if applicable, Non-Licensed Data); (ii) the business, affairs, customers, clients, suppliers, plans, intentions, business contacts or market opportunities of the Disclosing Party; and (iii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party; and

8.2.3 any information or analysis derived from the Confidential Information; but not including any information that: (i) is or becomes generally available to the public (other than as a result of its disclosure by the Disclosing Party in breach of this Agreement); or (ii) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party as evidenced by written records; (iii) is agreed by the Disclosing Party in writing not to be confidential or to be disclosable.

8.3 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to another Party or to be implied from this Agreement.

## 9. INDEMNITY

9.1 The Client shall indemnify, defend and hold harmless SkillCorner, its affiliates and its and their directors, employees, representatives, agents and sub-contractors and its and their respective successors, heirs and





assigns (collectively, the "SkillCorner Parties") from and against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the SkillCorner Parties or any of them in connection with any third party claim, action or proceeding (a "Claim") arising from or relating to:

- 9.1.1 the Client's use of the Platform, Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services; or
- 9.1.2 any breach by the Client of this Agreement.

9.2 SkillCorner will:

- 9.2.1 provide the Client with prompt notice of any Claim (provided, however, that failure to do so shall not relieve the Client of its indemnification obligations hereunder except to the extent of any material prejudice to the Client as a direct result of such failure);
- 9.2.2 permit the Client to assume and control the defence and settlement of such Claim; and
- 9.2.3 upon the Client's written request, provide to the Client all available information and assistance reasonably necessary for the Client to defend such Claim. SkillCorner reserves the right, at any time, to take full or partial control of the defence and/or settlement of the Claim and in such cases, the Client agrees to reasonably cooperate with SkillCorner defence activities at the Client's own cost and expense.

9.3 The Client shall not enter into any settlement or compromise of any Claim or admit to any liability, without the express prior written consent of SkillCorner.

## 10. **LIMITATION OF LIABILITY**

10.1 This paragraph 10 sets out SkillCorner's entire financial liability (including any liability for the acts or omissions of its directors, employees, representatives, agents and sub-contractors) to the Client:

- 10.1.1 arising out of and/or in connection with this Agreement;

10.1.2 in respect of any use made by the Client of the Platform, Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services or any part of them; and

10.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 Nothing in this Agreement is intended and nor shall it be construed as an attempt by either Party to exclude or limit its liability: (i) for death or personal injury caused by its negligence; (ii) for fraud; or (iii) to the extent such limitation or exclusion is not permitted by applicable law.

10.3 Subject to paragraph 10.2, SkillCorner shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 10.3.1 loss of profits;
- 10.3.2 loss of sales or business;
- 10.3.3 loss of agreements or contracts;
- 10.3.4 loss of anticipated savings;
- 10.3.5 loss of or damage to goodwill;
- 10.3.6 loss of use or corruption of software, data or information; or
- 10.3.7 any indirect or consequential loss.

10.4 Nothing in this Agreement excludes the liability of SkillCorner:

- 10.4.1 for death or personal injury caused by SkillCorner's negligence;
- 10.4.2 for fraud, fraudulent misrepresentation or fraudulent misstatement; or



- 10.4.3 any statutory liability not capable of limitation.
- 10.5 Other than as expressly stated otherwise in this Agreement, and, to the fullest extent permissible by law and without limitation, SkillCorner gives no warranties that the Services will be fit for purpose, of satisfactory quality, uninterrupted or error free save where expressly set out in this Agreement.
- 10.6 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.
- 10.7 Notwithstanding any other term of this Agreement, the Client acknowledges that under no circumstances shall SkillCorner be liable for any loss or damage suffered by the Client in connection with the following:
  - 10.7.1 inaccuracies of the relevant Licensed Data (and, if applicable, Non-Licensed Data); or
  - 10.7.2 any unforeseeable event beyond the reasonable control of the Parties such as black-out, cyber-attack, viruses, any modification of national regulations affecting the Raw Tracking Data (or other Licensed Data and, if applicable, Non-Licensed Data).
- 10.8 Subject to paragraphs 10.3 and 10.4, SkillCorner's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising under and/or in connection with the performance or contemplated performance of this Agreement shall be limited to the Fees actually received by SkillCorner in the twelve (12) months immediately preceding the date upon which the relevant claim arose.
- 10.9 The rights of SkillCorner under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by common law.
- 10.10 Except as expressly and specifically provided in this Agreement, the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services are provided by SkillCorner to the Client "as is" to the fullest extent permissible pursuant to applicable law. The Client

acknowledges that it is its sole responsibility to determine that the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services meet its business requirements.

- 10.11 To the fullest extent permissible pursuant to applicable law, SkillCorner disclaims all warranties and conditions express or implied, including implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement, in relation to the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services, their use and the results of such use. SkillCorner does not warrant that the Platform, the Licensed Data (and, if applicable, Non-Licensed Data) and/or the Services will meet the Client's requirements, operate without interruption or be error free.

## 11. **TERMINATION**

- 11.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
  - 11.1.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
  - 11.1.2 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 11.1.3 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - 11.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or the solvent reconstruction;
  - 11.1.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is

levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

- 11.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
  - 11.1.7 the holder of a qualifying floating charge over the assets of the Client has become entitled to appoint or has appointed an administrative receiver;
  - 11.1.8 a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
  - 11.1.9 any event occurs or proceeding is taken in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs 11.1.3 to 11.1.8 (inclusive).
- 11.2 SkillCorner may, at its sole discretion, without notice and without liability to the Client, terminate or suspend the Services pursuant to a Work Order in the event that SkillCorner reasonably considers that:
- 11.2.1 The Client has violated this Agreement;
  - 11.2.2 The Client has attempted to abuse or exploit the Services; or
  - 11.2.3 SkillCorner is unable to continue to provide the Services due to technical or legitimate business reasons.

12. **CONSEQUENCES OF TERMINATION**

- 12.1 On termination of this Agreement, the following paragraphs shall continue in force:
  - 12.1.1 paragraph 3 (Licence and Intellectual Property Rights);
  - 12.1.2 paragraph 8 (Confidential Information);

- 12.1.3 paragraph 9 (Indemnity);
- 12.1.4 paragraph 10 (Limitation of Liability);
- 12.1.5 paragraph 12 (Consequences of termination);
- 12.1.6 paragraph 25 (Governing Law); and
- 12.1.7 paragraph 26 (Jurisdiction).

12.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

12.3 On termination of this Agreement for any reason:

- 12.3.1 all licences granted under this Agreement will immediately terminate;
- 12.3.2 each Party will return or destroy (at the other Party's discretion) all Confidential Information in its possession within five (5) Business Days;
- 12.3.3 to the extent applicable, the Client shall immediately pay a pro-rated amount of the Fees in accordance with the Services provided as at the effective date of termination; and
- 12.3.4 the Client shall return all of the SkillCorner Materials to SkillCorner within seven (7) days of the effective date of termination.

12.4 Any SkillCorner property in the Client's possession and any original or copy documents obtained by the Client in the course of providing its obligations hereunder (whether SkillCorner Materials or otherwise) shall be returned to SkillCorner at any time on request and in any event on or before the termination of this Agreement. The Client also undertakes to irretrievably delete any Confidential Information stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Client's possession.



13. **FORCE MAJEURE**

- 13.1 If a Party is prevented, hindered or delayed in or from performing any of its obligations under or in connection with this Agreement by a Force Majeure Event (except for its payment obligations), the affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations (except for its payment obligations).
- 13.2 The affected Party claiming the Force Majeure Event shall promptly notify the non-affected Party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 13.3 If any Force Majeure Event occurs, the dates for performance of the affected obligations shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding thirty (30) consecutive days, the non-affected Party shall have the right to terminate this Agreement immediately on written notice to the affected Party.
- 13.4 The affected Party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

14. **DATA PROTECTION**

- 14.1 If the Client requests to widen the scope of the Services in order to include data which SkillCorner does not currently hold or collect, and which is not already accessible to SkillCorner's other clients ("**Non-licensed Data**"), SkillCorner may consider (acting in its sole discretion) whether to widen the scope of its overall data provision coverage in order to provide the Non-licensed Data (in addition to the requirements under paragraph 2.5.4).
- 14.2 When the Client accesses the Licensed Data via the Platform, when SkillCorner responds to requests from Clients to provide bespoke or tailored datasets (using the Licensed Data), when SkillCorner provides the Client with Non-Licensed Data, when SkillCorner provides reports and data insights to the Client and when SkillCorner responds to questions from the Client in relation to the Licensed Data (the "**General Processing Activities**"):

- 14.2.1 both Parties are deemed independent Controllers, and shall comply with Data Protection Laws; which are applicable to them respectively, regarding any Players Personal Data Processed in connection with the General Processing Activities; and
- 14.2.2 if the Players Personal Data is transferred:
  - (a) to the Client who is located in a country outside of the European Economic Area, and there is no official finding by the European Commission or Information Commissioner that the country ensures an adequate level of protection of the rights and freedoms of Data Subjects in relation to the Processing of Players Personal Data ("Restricted Country"); or
  - (b) otherwise to a Restricted Country,the terms of the Controller-to-Controller SCCs shall be incorporated into this Agreement.

15. **ASSIGNMENT**

- 15.1 SkillCorner shall be permitted to assign or novate the benefit of this Agreement to any company which at the time in question is an Affiliate or to any entity which succeeds to all or substantially all of SkillCorner's assets and business, subject to that assignee or new company first undertaking in writing to the Client that it will henceforth perform all the obligations of SkillCorner under this Agreement. All references in this Agreement to SkillCorner shall be construed as including any such company. The Client shall continue to comply with the provisions of this Agreement after any such assignment or novation.
- 15.2 The Client shall not assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of SkillCorner.

16. **SEVERANCE**

- 16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the



minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.

16.2 If any provision or part-provision of this Agreement is or becomes invalid, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. **PUBLICITY**

SkillCorner may issue a high-level press release announcing the Parties' relationship under this Agreement, subject to the Club's prior consent.

18. **WAIVER**

18.1 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

18.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. **VARIATION**

This Agreement may only be varied by a document signed by both the Client and SkillCorner.

20. **NOTICES**

20.1 Any notice, approval or other communication to be given under this Agreement shall be in writing and shall be delivered:

20.1.1 personally; or

20.1.2 sent by first class post to the address of the relevant Party set out in the Parties section above; or

20.1.3 sent by email to the email addresses of the SkillCorner Lead and the Client Lead as set out in the relevant Work Order.

20.2 Any such notice shall be deemed given, in the case of hand delivery, at the time when the same is left at the addressee's address or, in the case of first class post, on the business day after delivery or, in the case of a facsimile, upon transmission by the sender provided that the transmitting or, in the case of email, on the business day in which the notice was sent to the relevant email address set out at paragraph 18.1.3 above.

21. **NO PARTNERSHIP OR AGENCY**

21.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. **THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Client and SkillCorner shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.

23. **ENTIRE AGREEMENT**

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 This Agreement applies to the exclusion of any other terms that the Client seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

24. **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.

25. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. **JURISDICTION**

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).