



# MASTER PURCHASE AGREEMENT

## BACKGROUND

THIS MASTER PURCHASE AGREEMENT ("AGREEMENT"), TOGETHER WITH ANY ORDER, STATEMENT OF WORK, OR APPENDIX, SETS OUT THE BASIS ON WHICH SBG SPORTS SOFTWARE UK LTD, A COMPANY INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES ("SBG") LICENSES ITS SOFTWARE TO YOU ("YOU", "CUSTOMER"). BY INSTALLING THIS SOFTWARE AND/OR EXECUTING AN ORDER, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. Unless otherwise specified you shall mean you and, as applicable, your company, organisation, or employer for whom you are acting in installing and/or using the Software. If you do not agree with the terms and conditions of this Agreement, do not install the software and return any physical media, documentation, licensing device and packaging which you may have received to SBG or the location where you obtained it. No purchase order or other text which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. Any such purchase order shall be dealt with by SBG for invoicing purposes only.

This is a license agreement and not an agreement for sale. SBG continues to own all installed copies of the Software (as defined below) and all intellectual property used or contained in the Software shall remain with SBG Sports Software UK Limited and its licensors.

This license accompanies software ("Software") and related explanatory written materials ("Documentation"). The term "Software" shall also include any upgrades, modified versions, updates, additions, any associated imagery and copies of the Software licensed to you by SBG.

SBG grants to you a non-exclusive non-transferable license to use the Software and Documentation, provided that you agree to the following:

## 1. Term

The "Term" of this Agreement shall be defined as the period commencing on the Start Date and shall continue for the Minimum Term, as both described in the applicable order form. Thereafter, it shall be automatically renewed for additional twelve (12) months (each a "Renewal Term") subject to the terms and conditions of this Agreement until or unless: i) either party notifies the other party of termination, in writing by giving at least ninety (90) calendar days' notice prior to the expiration of the Minimum Term or a Renewal Term; or ii) it is otherwise terminated in accordance with the provisions of this Agreement.

## 2. Use of the Software

2.1 You may install the Software in a single location on a hard disk or other storage on one computer, or on such number of computers or sites as may be stated in a purchase agreement.

2.2 You may use the Software during the Term in conjunction with a coded License File issued by SBG and linked specifically to a Licensing Device which may be a hardware key, a networking card or a uniquely identified CPU.

2.3 You may NOT assign either this Agreement or the license granted herein without written permission from SBG, such permission not to be unreasonably withheld.

2.4 You may NOT rent, lease, sublicense or lend the Software or Documentation to any third party.

2.5 At the end of the Term, you must remove the Software and Documentation from the computer upon which it is installed.

2.6 Subject to the restrictions included in this clause 2 and elsewhere, you are permitted to use images or animations created using the Software for personal or commercial purposes in the normal course of your business.

2.7 You are NOT permitted to use images or animations created while using the Software for Evaluation Purposes for any purpose other than making a decision over the purchase of a license to use the Software without the express written permission of SBG.

2.8 You are NOT permitted to sell, license or otherwise make available images or animations created using the Software for use or distribution separately or in standalone form to multiple customers as clipart or otherwise.

2.9 You are NOT permitted to use the software or images or animations created using the Software for general sale or distribution in standalone form via the Internet.

2.10 The software and data distributed therewith remain the copyright of SBG and its Licensors.

### 3. Fees

3.1 You shall pay the license fees as described in the purchase order, quote, statement of work, or order as agreed between the parties.

3.2 All sums payable under this license are exclusive of VAT or any relevant local sales taxes, for which you shall be responsible.

### 4. Support

The license fee includes Remote Support, maintenance and new releases including general software enhancements for the duration of the license.

4.1 Remote Support is included with the purchase of the license of the software. It will be available during normal UK business hours (09:00 to 17:00, Monday to Friday, excluding Bank Holidays).

4.2 Extended Remote Support is not provided unless purchased explicitly. This option gives you access to one support engineer by email to help during events at the weekend.

4.3 On-site Support is not provided unless purchased explicitly. This option gives you access to one support engineer in person at the track to help during the event. This would incur a charge for time and expenses.

## 5. Intellectual Property

5.1 The Software is the intellectual property of and owned by SBG and its licensors and is protected by intellectual property laws. The structure, organization and code of the Software are the valuable trade secrets and confidential information of SBG and its suppliers. You may not copy the Software or the Documentation except as set forth in the "Use of the Software" section. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Except as permitted by applicable law, you agree not to modify, adapt or translate the Software or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

5.2 Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. Such use of any trademark does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

## 6. Confidentiality

6.1 Each party shall, during the term of this license and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this license) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this license, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

6.2 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

6.3 Where the order form references cloud services, the SBG Data Processing Addendum <https://sbgsportssoftware.com/sbg-dpa/> shall apply.

## 7. Limited Warranty

SBG warrants to you that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following your receipt of the Software. To make a warranty claim, you must return the Software to the location where you obtained it along with a copy of your sales receipt within such ninety (90) day period. If the Software does not perform substantially and materially in accordance with the Documentation, the entire and exclusive liability of SBG and its suppliers, and your exclusive remedy shall be limited to either, at SBG's option, the replacement of the Software or the refund of the license fee you paid for the Software. SBG AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR DOCUMENTATION. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR SBG'S OR ITS SUPPLIERS' BREACH OF

WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, SBG AND ITS LICENSORS MAKE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

## 8. Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SBG OR ITS SUPPLIERS BE LIABLE TO YOU UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) YOUR USE OF THE SOFTWARE IN A MANNER NOT PERMITTED BY THIS AGREEMENT, OR CONTRARY TO THE DOCUMENTATION OR (III) ANY MATTER BEYOND SBG'S REASONABLE CONTROL. TO THE FULLEST EXTENT PERMITTED BY LAW, SBG'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE. Nothing contained in this Agreement limits SBG's liability to you in the event of death or personal injury resulting from SBG's negligence. SBG is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability as provided in this Clause, but in no other respects and for no other purpose.

## 9. Termination

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: (a) the other party commits a material breach of any other term of this agreement (including for non-payment) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or (b) with immediate effect by notice in writing if the other should become insolvent or otherwise unable to pay its debts as and when they fall due, should have appointed to it a liquidator, receiver or administrator, should enter into an arrangement with its creditors or have presented against it a petition for its winding up other than for the purposes of effecting a solvent reorganisation which it does not promptly apply to have set aside, or be ordered to be wound up or liquidated or for any other reason cease or threaten to cease trading or business. All paid fees and expenses are non-cancellable and non-refundable, save for material breach.

## 10. Governing law and General Provisions.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have jurisdiction over all disputes relating to this. This is the entire agreement between SBG and you relating to the Software and the Documentation and it supersedes any prior representations, discussions, undertakings, end user license agreements, communications or advertising relating to the Software and the Documentation. If any part of this Agreement is found void and unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. This Agreement shall automatically terminate upon failure by you to comply with its terms. This shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified in writing signed by an authorized officer of SBG. Neither party shall have liability under this contract, if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including,

without limitation, failure of a utility service or transport or telecommunications network, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration. 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.

## 11. Contact.

If you have any questions regarding this agreement or you wish to request any information from SBG, please email: [sales@sbgssportssoftware.com](mailto:sales@sbgssportssoftware.com)