

Vantage Platform Software License Terms and Conditions

Vantage Sports, Inc. ("Vantage"), June 16, 2015

By accessing Vantage's products and services on the web or through the iPad application, you (the user) agree that your use of the Vantage's products and services is subject to the terms and conditions set forth below.

Vantage provides a line of data and software services and products that provide statistical, analytics, and video-based information and other data associated with basketball and other sports (the "Vantage Solution"). The data available through the Vantage Solution is referred to in these terms and conditions as the "Vantage Data". Some products in the Vantage Solution may include Vantage's proprietary programs, software or other technology (the "Vantage Tech" and, together with the Vantage Solution and Vantage Data, the "Vantage Platform"). The referenced Vantage Solution and related services and products are accessible via the Vantage website, www.team.vantagesports.com (the "Site").

Each of the following terms and conditions may be amended at any time and such amendments shall be binding and effective as indicated below in the section on Changes to the Terms and Conditions.

LIMITED GRANT OF RIGHTS

In accordance with these terms and conditions, Vantage hereby grants you a non-exclusive, non-transferable, limited license to access and use the Vantage Solution and Vantage Data for your own internal Restricted Business purposes, and you hereby grant Vantage a non-exclusive, non-transferable, limited license or sublicense, as applicable, to duplicate or otherwise use any video you have rights to duplicate or use for purposes of providing the Vantage Solution and Vantage Data. Restricted Business purposes are limited to use within your organization for purposes of scouting, developing players, analyzing Vantage Data, and similar business purposes. You agree to use the Vantage Data and Vantage Solution only in a manner that is consistent with applicable laws.

RESTRICTIONS ON USE

Except as expressly permitted in these terms and conditions, you may not, nor may you permit others to:

- (a) copy any portion of the Vantage Platform except as reasonably required for using the Vantage Solution as permitted hereunder,
- (b) allow anyone other than yourself or your employees to access the Vantage Platform, or any portion thereof, without Vantage's express written permission,
- (c) use the Vantage Platform, to develop any products or services, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to, distribution to, display to or use by others,
- (d) create compilations or derivative works of the Vantage Platform,

(e) use the Vantage Platform in any fashion that may infringe any copyright, patent, trade secret, intellectual property right, contractual right, or proprietary or property right or interest held by Vantage,

(f) store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell, or sublicense the Vantage Platform, or any portion thereof,

(g) remove or obscure any copyright notice or other notice or terms of use contained in the Vantage Platform,

(h) remove, disable, avoid, circumvent, or defeat any functionality in the Vantage Platform designed to limit or control access to or use of the Vantage Platform,

(j) use, copy or otherwise access any portion of the Vantage Platform for which you have not made payment owed to Vantage (if for any reason, you access such Vantage Data, these terms and conditions apply to your use of such data and you agree to pay all applicable charges); or

(k) copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Vantage Tech.

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

(a) Trade Secrets and Confidential Information. You acknowledge and agree that any and all confidential information and materials from which Vantage derives actual or potential economic value constitute Vantage's confidential and proprietary trade secrets (collectively, "Trade Secrets"). You further acknowledge and agree that Vantage's Trade Secrets include, but are not limited to, the Vantage Solution, the Vantage Data, and the technology used in the Vantage Tech. You shall maintain any information learned about Vantage's Trade Secrets as confidential and shall not disclose such information or permit such information to be disclosed to any person or entity. With respect to all such information, you shall exercise the same degree of care to protect Vantage's Trade Secrets that you exercise with respect to protecting your own confidential information, and in no event less than reasonable care.

(b) Ownership. All intellectual property rights including copyrights, moral rights, trademarks, trade secrets, proprietary rights to the Vantage Solution, Vantage Data and Vantage Tech are exclusively owned by Vantage. You acknowledge and agree that you obtain no right, title or interest therein. You hereby assign to Vantage all copyrights, intellectual property rights, and any other proprietary or property rights or interests in and to any work created in violation of these terms and conditions.

(c) You agree that we can use your name, logo, and trademarks for public relations activities including, without limitation, on our client list and on our website.

CHANGES TO THESE TERMS AND CONDITIONS

(a) Vantage may amend these terms and conditions at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after posting of the amended terms and conditions on Vantage's web site, or (ii) the date that Vantage provides notice to you of the amended terms

and conditions. You may immediately terminate your use of the Vantage Platform upon notice to Vantage if a change is unacceptable to you. Your continued use of the Vantage Platform following notice to you of a change shall constitute your acceptance of the change.

(b) If you find it convenient to employ your standard form(s) of purchase order or similar form in administering the terms of these terms and conditions, you may do so but none of the terms and/or conditions printed or otherwise appearing or referenced on such form will be applicable to the license of the Vantage Solution hereunder except for (i) those terms and conditions concerning specific details with respect to matters such as date, location and quantity provided that such terms and conditions are not inconsistent with the terms and conditions set forth herein and (ii) to the limited extent such terms and conditions expressly are required by the applicable law or governmental regulation of the United States to take precedence over the terms and conditions set forth herein.

LIMITATION ON LIABILITY

VANTAGE'S MAXIMUM TOTAL LIABILITY FOR ALL OCCURRENCES (IF ANY), TAKING PLACE DURING ANY TWELVE-MONTH PERIOD, ARISING OUT OF OR IN ANY WAY RELATED TO THE AUTHORIZED OR UNAUTHORIZED ACTS OF VANTAGE'S EMPLOYEES OR VANTAGE'S PERFORMANCE OR NONPERFORMANCE OF THE SERVICES PROVIDED HEREIN, INCLUDING (BUT NOT LIMITED TO) ERRORS OF DESIGN OR ERRORS WHICH ARE DUE SOLELY TO MALFUNCTION OF VANTAGE-CONTROLLED MACHINES OR FAILURES OF VANTAGE OPERATORS, VANTAGE PROGRAMMERS OR VANTAGE-DEVELOPED PROGRAMS, SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY YOU FOR SERVICES PROVIDED BY VANTAGE HEREUNDER DURING SAID TWELVE-MONTH PERIOD (OR DURING SUCH SHORTER PERIOD THAT THESE TERMS AND CONDITIONS ARE IN EFFECT). YOU AGREE THAT THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDY. YOU HEREBY RELEASE VANTAGE, ITS OFFICERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE SHALL VANTAGE OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR LOSS OF PROFITS, REVENUE, OR DATA; THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO ACCESS AND USE THE VANTAGE PLATFORM AND RELATED SERVICES, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE EVEN IF VANTAGE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

NO WARRANTIES

THE VANTAGE PLATFORM IS FURNISHED ON AN "AS-IS", AS-AVAILABLE BASIS. VANTAGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE VANTAGE PLATFORM OR THE ACCURACY OR THE

COMPLETENESS OF THE VANTAGE DATA. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. VANTAGE DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE IS FREE OF OTHER HARMFUL COMPONENTS. NEVERTHELESS, VANTAGE SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE SITE FREE OF VIRUSES AND MALICIOUS CODE.

GOVERNING LAW

This Agreement shall be governed and interpreted pursuant to the laws of the State of Washington, applicable to contracts made and to be performed wholly in Washington, without regard to principles of conflicts of laws. You specifically consent to personal jurisdiction in Washington in connection with any dispute between you and Vantage arising out of these terms and conditions or pertaining to the subject matter hereof. You agree that the exclusive venue for any dispute hereunder shall be in the state and federal courts in Seattle, Washington.

NOTICES

Notices given under these terms and conditions shall be in writing and sent by email or by first-class mail or equivalent. Vantage shall direct notice to you at the facsimile number, email address, or physical mailing address (collectively, "Address") you provided in the registration process. You shall direct notice to Vantage at the following address:

Vantage Sports Inc.
500 Yale Ave N.
Seattle, WA 98109
Email: info@vantagesports.com

Either party may change its Address for notice at any time by giving notice of the new Address as provided in this section.

COMPLETE AGREEMENT

These terms and conditions represent the entire agreement between you and Vantage with respect to the subject matter hereof and supersede all previous representations, understandings or agreements, oral or written, between the parties regarding the subject matter hereof.

APPLICABLE LAWS

You agree to use the Vantage Data and Vantage Solution only in a manner that is consistent with applicable laws.

ASSIGNMENT

You may not assign your rights in these terms and conditions without Vantage's prior written consent. Vantage may assign its duties and obligations under these terms and conditions.

SEVERABILITY

Should any provision of these terms and conditions be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of these terms and conditions shall be effective as though such void, invalid or inoperative provision had not been contained herein.

FAILURE TO ENFORCE

The failure of Vantage to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

CAPTIONS

The section headings used herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.