

NFL RESTRICTIONS OF USE

Updated: 10/1/2017

NFL TERMS

The following notice of the NFL's rights to the NFL Data and Licensed NFL Marks (which notice may be updated from time to time by the Company or the NFL):

This service includes proprietary data of the NFL Entities which may only be used by individual consumers as part of this service for authorized purposes. Further reproduction, use, and distribution of such data is not permitted. Next Gen Stats, the NFL shield design, and other NFL-related identifying marks are trademarks of the NFL. The team names, logos, and team-related identifying marks are trademarks of the teams indicated. All rights reserved.

Acknowledgement of Ownership. Customer acknowledges and agrees that NFL Enterprises LLC ("NFL") is the sole owner of all right, title and interest in the NFL Data and the NFL Marks throughout the world. Customer acknowledges that the compilation of data making up the NFL Data is proprietary and a trade secret of the NFL and that the display of data elements from the NFL Data does not change the status or ownership of the compilation. To the extent that Customer obtains any ownership rights by operation of law to NFL Data or NFL Marks, Customer hereby assigns and transfers such rights to the NFL.

Scope of Rights. Subject to compliance with all the restrictions and conditions in this Addendum, Company hereby grants to Customer a non-exclusive, limited right to use NFL Data on Customer's websites and applications on digital platforms that offer consumer-facing sports content (e.g., game centers, box scores, tickers, player profiles and editorial content, fantasy games, etc.) and to conduct internal use of the NFL Data to support the foregoing use on Customer's websites and applications. Furthermore, Company hereby grants to Customer a non-exclusive, limited right to use the NFL Research Product (if such product is licensed under the Order Form) solely for Customer's internal use only, except for posting on Customer's websites and applications of visualizations produced by the NFL Research Product that are clearly authorized for posting as specified in the NFL Research Product. Customer agrees and acknowledges that it shall not, directly or indirectly, make the NFL Research Product available to end users of its products or services.

Customer Terms of Use. Customer will prominently post a link to its terms of use on its site or application. The terms of use will include at least the following (and such other terms as Company or NFL may direct from time to time):

The following notice of the NFL's rights to the NFL Data and Licensed NFL Marks (which notice may be updated from time to time by the Company or the NFL; Customer will implement the updated notice promptly after receipt of notice of the change from Company):

This service includes proprietary data of the NFL Entities which may only be used by individual consumers as part of this service for authorized purposes. Further reproduction, use, and distribution of such data is not permitted. Next Gen Stats, the NFL shield design, and other NFL-related identifying marks are trademarks of the NFL. The team names, logos, and team-related identifying marks are trademarks of the teams indicated. All rights reserved.

A prohibition against the use of robots, spiders and other automated devices or processes that are used to monitor or copy content of the Customer's site or application, including the NFL Data.

Customer, in limited circumstances, may sell or display advertising or sponsorships specifically against the NFL Data, whether as part of Customer's website or application or as part of a frame for another service; provided it falls within one of the following approved uses and subject to the NFL naming an official NGS Content sponsor, as follows; (i) run-of-site banner ads, (ii) placement of advertiser logos on NFL widgets or content visualizations, (iii) display ads and video ads within NFL widgets or content visualizations, and (iv) Permitted Sponsorship. If the NFL names an official NGS Content sponsor, such named sponsor shall have the right of first refusal with regards to NGS Content advertising and sponsoring approved uses, excluding run-of-site banner ads. In addition, while run-of-site banner ads and other advertising are permissible, Customer agrees not display on any page on which NFL Data is used or appears any advertising for products and services that fall within one or more of the prohibited categories:

CUSTOMER UNDERSTANDS AND AGREES THAT NFL DATA MUST NOT BE USED IN CONNECTION WITH GAMBLING OR GAMBLING RELATED ACTIVITIES.

Prohibited Advertising Categories

(Note that examples listed within specific categories are provided for illustrative purposes only.)

1. The business category of the NFL's official sponsor(s) of the NGS Content, which will be notified to Company from time to time.
2. Contraceptives (e.g., condoms), except to the extent otherwise expressly permitted under the pharmaceutical category.
3. Dietary and/or nutritional supplements, products commonly referred to as "energy drinks", and other products that contain ingredients other than vitamins and minerals for which the FDA has established recommended daily intakes, or any substance prohibited pursuant to League policies. Health and nutrition stores are permitted, provided that they do not reference any

dietary or nutritional supplements or products, energy drinks, or any prohibited substances.

4. Distilled spirits and flavored malt beverages (e.g., Smirnoff Ice, Bacardi Silver); however, traditional malt beverages (e.g., beer) and non-alcoholic malt beverages and wine are permitted, subject to specific League guidelines.
5. Establishments that feature nude or semi-nude performers.
6. Firearms, ammunition or other weapons; however, stores that sell firearms and ammunitions (e.g., outdoor stores and camping stores) will be permitted, provided they sell other products and the ads do not mention firearms, ammunition or other weapons.
7. Fireworks.
8. Gambling-related advertising, including, without limitation, advertising for any hotel, casino or other establishment that houses gambling regardless of whether the advertising references gambling, as well as any advertising that would violate the terms of the NFL's television agreements or policy on gambling advertising.
9. Illegal products or services.
10. Movies, video games and other media that contain or promote objectionable material or subject matter (e.g., overtly sexual or excessively violent material), as determined by the NFL.
11. Restorative or enhancement products (e.g., "male enhancement" products), except to the extent otherwise expressly permitted under the pharmaceutical category.
12. Sexual materials or services (e.g., pornography or escort services).
13. Social cause/issue advocacy advertising, unless otherwise approved in advance by the NFL. If approved, only general advertising will be permitted (e.g., advertising units). Sponsorships, including, but not limited to, program segment sponsorships and other types of branded programming enhancements are prohibited.
14. Tobacco products (e.g., cigarettes, cigars, pipe tobacco, chewing tobacco and snuff).
15. Advertisements for pharmaceutical products (both prescription and over-the-counter (non-prescription)) are permitted only under the following terms and conditions:
 - (a) Only general advertising will be permitted (e.g., advertising units).
 - (b) Sponsorships, including, but not limited to, program segment sponsorships and other types of branded programming enhancements are prohibited; provided that in limited circumstances sponsorships by over-the-counter pharmaceutical products may be permitted with the prior written approval of the NFL.
 - (c) Categories of permitted/prohibited pharmaceutical products (both prescription and over-the-counter) may be modified by the NFL at any time.
 - (d) Advertising for over-the counter pharmaceuticals is generally permissible (provided they do not otherwise fall in a category listed above

(e) Advertising for prescription medications is permitted currently in only the following categories:

- Aesthetic Products (e.g., Botox, Latisse)
- Analgesics (Non-Opioid Only) (e.g., Celebrex, Mobic)
- Antibacterials (e.g., Zithromax, Levaquin)
- Anticoagulants/Platlet Modifying Agents (e.g., Pradaxa, Plavix)
- Anticonvulsants/antiepilepsy (e.g., Neurontin)
- Antidementia / Alzheimer's Agents (e.g., Aricept)
- Antidepressants / Anxiolytics (e.g., Cymbalta, Lexapro, Zoloft)
- Antifungals (e.g., Diflucan)
- Antigout Agents (e.g., Zyloprim)
- Anti-Insomnia Agents (e.g., Lunesta, Ambien)
- Anti-Inflammatory Agents (Non-Steroidal Only) (e.g., Deltasone)
- Anti-Migraine Agents (e.g., Topamax, Treximet)
- Antineoplastics/Oncology Agents (e.g., Rituxan, Gleevec)
- Antiparasitics (e.g., Malarone, Stromectol)
- Anti-Parkinson / Movement Disorder Agents (e.g., Requip, Mirapex)
- Antispasticity Agents (e.g., Zanaflex)
- Antivirals (e.g., Kaletra, Zovirax, Tamiflu)
- Blood Glucose Regulators / Diabetes Medications (e.g., Januvia)
- Cardiovascular Agents (including Cholesterol Reducing) (e.g., Lipitor, Cestor, Norvasc)
- Dental and Oral Agents (e.g., Aphthasol)
- Dermatological Agents (e.g., Taclonex)
- Gastrointestinal Agents (including Inflammatory Bowel Disease Agents) (e.g., Nexium, Asacol)
- Genitourinary Agents (including Erectile Dysfunction and Prostate Medications) (e.g., Flomax, Viagra)
- Hair Renewal and Growth (e.g., Propecia)
- Immune Suppressants / Immunomodulators (e.g., Humira, Orencia, Enbrel)
- Metabolic Bone Disease Agents (including Anti-Osteoporosis Agents) (e.g., Boniva)
- Multiple Sclerosis Agents (E.g., Betaseron, Ampyra)
- Ophthalmic Agents (e.g., Restasis)
- Oral Contraceptives (e.g., Loestrin 24)
- Otic Agents (e.g., Auralgan)
- Pancreatic Enzyme Replacement Agents (e.g., ZenPep)
- Respiratory Tract Agents (Allergy and Asthma Medications) (e.g., Advair, Spiriva, Pulmicort)
- Smoking Cessation Products (e.g., Chantix), but specifically not including "electronic cigarettes"
- Vaccines (e.g., Gardasil, Fluvirin, Zostavax)