

Terms and Conditions

DEFINITIONS

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in Schedule "A".

SERVICES

2. **Services.** Provided there is compliance by the Customer with the Agreement, HTL will make the Services available to Customer pursuant to the Agreement. HTL may employ subcontractors in the provision of the Services, but HTL will be responsible and liable for such subcontractors' acts and omissions related to this Agreement.

TERM & TERMINATION

3. Upon termination or expiration of this Agreement:
 - (a) Both parties shall cease all use of the other's Marks;
 - (b) Customer shall cease all use of, the Software and delete, destroy, or return all copies of the Software, HTL's Marks and HTL Confidential Information in its possession or control, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
 - (c) Customer shall return all Hardware in its possession or control to HTL, at its own expense, using a commercial delivery service, standard overnight delivery with tracking and insurance in a sum no less than \$55,707. Any fees arising from Hardware not returned within ten (10) Business Days following termination, or returned damaged, will be invoiced to Customer at the replacement cost for such Hardware, to be determined at the sole discretion of HTL; and
 - (d) HTL shall submit to Customer a final invoice for any amounts accrued under this Agreement up to the date of such termination.
 - (e) The following will survive termination or expiration of this Agreement: (i) any obligation of Customer to pay fees incurred before termination; ii) Section X (Confidential Information), Section XI (Representations and Warranties), Section XII (Indemnification), Section XIII (Limitation of Liability), and this Section III; and (iii) any other provision of this Agreement that must survive to fulfill its essential purpose.

FEES

4. **Service Fees and Payment.** In consideration of the Services provided to the Customer under this Agreement, the Customer shall pay to HTL the Service Fees set out in the Agreement or the applicable Order Form.
5. **Annual Service Fee Increase.** HTL shall keep service fees flat for 2 years. In order to account for rising operating costs, cost of inflation and price increases by our vendors and suppliers, the Service Fees set out in this Agreement are subject to an annual increase each calendar year on the anniversary of the Commencement Date of this Agreement. The fee increase applies to all contracts regardless of term and will be communicated no less than 90 days in advance of the increase. The annual rate of increase will

never exceed 5%. A change in Service Fees as described in this paragraph shall not serve as grounds for terminating this Agreement.

6. **Invoices.** Customer will be invoiced based on payment terms on signed contract. Late payments shall be subject to three and a half percent (3.5%) per month to be applied to any overdue balances at the end of each calendar month.
7. **Taxes.** Amounts due under the Agreement are payable to HTL without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, provincial, or local), including without limitation, any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay HTL the withheld or deducted amount.
8. **Customer Fees.** In consideration of the Customer Services provided under this Agreement, HTL shall pay to the Customer the Customer Fees set out in the Agreement. HTL shall pay the Customer Fee within 60 calendar days of the end of any fiscal quarter and shall reflect the Customer Fees earned by Customer in that particular quarter. Customer shall bear sole responsibility for payment of any value-added or sales taxes applicable to Customer Fees.
9. **Set-Off Permitted.** Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy it has or may have, HTL may, without notice to Customer, set off or recoup any liability it owes to Customer against any liability for which HTL determines in good faith Customer is liable to HTL, whether either liability is matured or unmatured, is liquidated or unliquidated arising under this Agreement.
10. **End User Fees.** Customer agrees HTL may charge the End User fees where applicable, at the sole discretion of HTL.
11. **Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records in accordance with accounting standards for private enterprises (ASPE) during the Term and for a period of 1 year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder.

2. **Customer Obligations.** Customer will:
- (a) Responsible for Play by Play and Color Commentary personnel and any payment towards this activity
 - (b) Appoint Customer employee to serve as the “Main Contact” with respect to this Agreement and have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement. This Main Contact shall be described within the Agreement and any changes to the Main Contact must be made in writing to HTL within 10 days of such change;
 - (c) provide such access to the Location, and such accommodation and other facilities as may reasonably be requested by HTL for the purposes of performing the Services;
 - (d) respond promptly to any HTL request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for HTL to perform Services in accordance with the requirements of this Agreement;
 - (e) use Services in accordance with the Agreement, Documentation, and Applicable Laws;
 - (f) comply with terms of service of any Non-HTL Application in which Customer uses Services;
 - (g) allow HTL, or its Representatives, prompt access to the Location and such accommodation and other facilities for the purpose of installing, maintaining, servicing, repairing, replacing and removing the Hardware;
 - (h) locate the Hardware in such a manner that it is placed in a climate-controlled environment, secure from unauthorized personnel;
 - (i) provide unobstructed and uninterrupted access to Events and encourage the creation of Customer Content during normal operating hours of the Customer’s Business;
 - (j) contract for and provide, at Customer's expense, a high-speed internet connection with a minimum upstream bitrate of 5 megabytes per second/per camera installed on the Location and provide a minimum of 1 operating electrical power outlet (120 V) with isolated ground within 2 feet of the Hardware, installation and monthly fees and costs of said outlet to be paid for by Customer;
 - (k) maintain the Hardware in good condition, the area around the Hardware so that it is clean, safe, accessible, reasonable wear and tear excepted, and agrees to make no alterations to the Hardware without express consent being provided first by HTL;
 - (l) Client is responsible for all regular fees due to HTL in the event of a malfunction or non-performance caused by actions of the Customer, its Representatives, invitees and/or guests
 - (m) in the event the Customer is renting the Location, obtain written approval from the landlord permitting HTL to install the Hardware;
3. **Insurance.** During the term of this Agreement and for a period of 6 months thereafter, HTL shall, at our expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$2,000,000.00 with financially sound and reputable insurers.

I. INFORMATION AND MARKETING RIGHTS

4. **Event Information.**

- (a) the proposed schedule of Events which will take place in the Location in the form of excel sheet template as provided by HTL; and the Customer will include any updates or revisions to such information as soon as reasonably possible once known or made by the Customer.

5. **Advertising and Promotional Materials.** HTL shall be permitted to:

- (a) place any signage, lettering or identification on the interior of the Location, subject to the approval of the applicable venue franchise as to location and size however such approval shall not be unreasonably withheld, conditioned or delayed;
- (b) to use the name, logo or image of the Customer for any external marketing purposes;
- (c) dispense promotional material, and to have personnel in attendance on or about the Location in order to promote the Event or Services.

II. CUSTOMER RESTRICTIONS.

6. Customer will not:

- (a) make any Services available to, or use any Services for the benefit of, anyone other than Customer or its Affiliates, unless expressly stated otherwise in the Agreement or the Documentation;
- (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
- (c) use the Services or Non-HTL Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, including IP Rights and privacy rights;
- (d) use the Services or Non-HLT Application to store or transmit malicious code, or to send spam;
- (e) knowingly interfere with or disrupt the integrity or performance of any Service, Non-HLT Application, or third-party data;
- (f) attempt to gain unauthorized access to any Service or its related systems or networks;
- (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual service limit, or use any Service to access or use any HTL IP Rights except as permitted under the Agreement or the Documentation;
- (h) copy Documentation except for internal use by Customer;
- (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation and this Agreement; or

- (j) reverse engineer the source code of any Service or any software used to provide the Services (to the extent such restriction is permitted by Applicable Laws).

Customer's intentional violation of these restrictions, or any use of the Services in breach of the Agreement or Documentation, by Customers that in HTL's judgment imminently threatens the security, integrity or availability of the Services, may result in HTL's immediate suspension of the Services. HTL will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension.

III. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

- 7. **IP Rights in the Services.** Customer acknowledges and agrees that (i) the Services are not sold to Customer by HTL and Customer does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Services, or in any related IP Rights, (ii) HTL is and will remain the sole and exclusive owner of all right, title and interest in and to the Services, including all IP Rights relating thereto, and (c) Customer hereby unconditionally and irrevocably assigns to HTL (or HTL's designee), its entire right, title and interest in and to any IP Rights that Customer may now or hereafter have in or relating to the Services (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.
- 8. **Data Collected.** For absolute certainty, Customer understands that any information collected by HTL from the usage of the Services, including but not limited to any aggregate data and performance metrics, is the property of HTL and shall remain the property of HTL upon termination of this Agreement.
- 9. **Marks.** Each party hereby grants to the other, the right to reproduce and display the other's designated logos, trademarks, trade names and other similar identifying material (the "Marks") solely for the purposes specifically described herein, and in accordance with law and with the owner's established trademark usage policies and procedures. In connection with the licenses in the Marks granted hereunder, the owner of the applicable Mark shall have the unilateral right to establish such quality standards and additional terms and conditions concerning the use of its Marks as such party deems necessary to reasonably protect same. Each party agrees that it shall not in any manner alter the Marks of the other party or hold out any interest in same. All use by HTL of Customer's Marks shall enure to the benefit of Customer and all use by Customer of HTL's Marks shall enure to the benefit of HTL.
- 10. **Customer Co-operation and Notice of Infringement.** Customer shall, during the Term (i) take all reasonable measures to safeguard the Services (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access, (ii) at HTL's expense, take all such steps as HTL may reasonably require to assist HTL in maintaining the validity, enforceability and HTL's ownership of the IP Rights in the Services, (iii) promptly notify HTL in writing if Customer becomes aware of (1) any actual or suspected infringement, misappropriation or other violation of HTL's IP Rights in or relating to the Services, or (2) any claim that the Services, including any production, use, marketing, sale or other disposition of the Services, in whole or in part, infringes, misappropriates or otherwise violates the IP Rights or other rights of any person, and (3) fully co-operate with and assist HTL in all reasonable ways in the conduct of any claim, action, proceeding or suit (each, an "**Action**") by HTL to prevent or abate any actual or threatened infringement, misappropriation or violation of HTL's rights in, and to attempt to resolve any claims relating to, the Services, including having Customer's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.
- 11. **No Implied Rights.** Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any IP

Rights or other right, title or interest in or to any of the Services.

12. **Feedback.** Nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict HTL's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the End User in question, except to the limited extent that Section X (Confidential Information) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section X, Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to HTL or its products or services.
13. **End User Information.** Customer understands that any information accepted by HTL from End Users is the property of HTL and shall remain the property of HTL upon termination of this Agreement.
14. **License by Customer for Customer Content.** Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Content and of the means by which Customer acquires Customer Content. Customer represents and warrants to HTL that Customer has all rights, consents, permissions and legal authority as may be necessary to provide Customer Content to HTL and to authorize HTL to process the Customer Content. As between Customer and HTL, Customer owns all right, title and interest in and to all Customer Content. Customer grants HTL, its Affiliates, and applicable Representatives a world-wide, royalty-free, non-exclusive, perpetual, irrevocable, fully sub-licensable and transferable licence to use, distribute, reproduce, modify, compress, adapt, publish, translate, communicate, store, sell, broadcast, host, copy, transmit, and publicly perform and publicly display Customer Content. For greater certainty, this includes but is not limited to: (i) creating derivatives, (ii) make, have made, use, sell, import, and export products and services that include Customer Content; (iii) syndicate and repurpose outside of HTL Products, (iv) acquire sponsorship, (v) bundle and distribute together or separate with other Content, (vi) creation of replays, customized highlight packages, promotional materials, and (vi) otherwise commercially exploit the Customer Content by all means and in any medium or format, now known or later developed without any further compensation to the author. Customer waives all moral rights in the Customer Content.
15. **Personal Data.** To the extent that the Customer Content includes Personal Information, then:
 - (a) Customer is the controller of such Personal Data and HTL is solely a processor acting on behalf of Customer; and
 - (b) HTL will promptly report to Customer any requests received from individuals for access to, correction or deletion of, or otherwise related to, their Personal Data.

Subject to the above, Customer consents to HTL's collection, use and disclosure of Personal Data as provided in the HTL Privacy Policy.

IV. CONFIDENTIAL INFORMATION.

16. **Confidential Information Defined.** "Confidential Information" refers to the following information one party to this Agreement ("**Discloser**") discloses to the other ("**Recipient**"): (a) any document Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within 3 Business Days; (c) any source code disclosed by HTL, whether or not marked as confidential; (d) any technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing and information, and (e) any other non-public, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (f) is in Recipient's possession at the time of disclosure; (g) is independently developed by Recipient without use of or reference to Confidential Information; (h) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (i) is approved for release in

writing by Discloser. Recipient is on notice that Confidential Information may include Discloser's valuable trade secrets.

17. **Nondisclosure.** Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "**Purpose**"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent.
18. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and, in no event, less than a reasonable degree of care, promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure, and ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
19. **Compelled Disclosure.** If the Receiving Party or any of its Representatives is compelled by Applicable Law to disclose any Confidential Information, then, to the extent permitted by Applicable Law, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order or other remedy or waive its rights under this Section. If the Receiving Party remains required by Applicable Law to disclose any Confidential Information, the Receiving Party shall, on the Disclosing Party's request, use commercially reasonable efforts to obtain assurances from the applicable court or other competent authority that such Confidential Information will be afforded confidential treatment.
20. **Injunction.** Recipient agrees that breach of this Section would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser shall be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
21. **Termination and Return.** Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
22. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

V. REPRESENTATIONS AND WARRANTIES

23. **Mutual Representations and Warranties.** Each party represents, warrants and covenants to the other party that: (i) it is validly existing as a proprietary entity under the Applicable Laws of the jurisdiction of its incorporation; (ii) it has the corporate power and capacity to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate action of such party; and (iv) when executed and delivered by the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, but subject to bankruptcy and other Applicable Laws affecting creditor's rights as well as principles of equity.
24. **Customer Representations and Warranties.** Customer represents, warrants and covenants to HTL that (i)

it owns or possesses or can acquire on commercially reasonable terms sufficient legal rights to all

Customer Content without any known conflict with, or infringement of, the rights of others, including prior employees or consultants, (ii) it has not received any communications alleging that the Customer has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other party, (iii) to the Customer's knowledge, the Customer Content or procuring the Customer Content will not violate any license or infringes or will infringe any intellectual property rights of any other party, and (iv) in connection with its collection, storage, use and/or disclosure of any information that constitutes "personal information", "personal data" or "personally identifiable information" as defined in Applicable Laws (collectively "Personal Information") by or on behalf of the Customer, the Customer is and has been in compliance with (i) all Applicable Laws (including without limitation, laws relating to privacy, data security, telephone and text message communications, and marketing by email or other channels) in all relevant jurisdictions.

25. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT, ALL SOFTWARE, HARDWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY HTL ARE PROVIDED "AS IS." HTL HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HTL MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES, OR DOCUMENTATION, OR ANY OTHER HTL OR THIRD-PARTY GOODS, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY CONDITION, REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

VI. INDEMNIFICATION

26. **From HTL.** HTL shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party to the extent that such Losses arise from any allegation in such Action that the Services infringe any Canadian IP Rights in Canada. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any: (i) Open-Source Components or other Third-Party Materials, (ii) patent issued on a patent application published after the Effective Date, (iii) incorporation by the Services of, or combination, operation or use of the Services in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by HTL or specified for Customer's use, (iv) modification of the Services other than: (1) by HTL in connection with this Agreement; or (2) with HTL's express written authorization and in strict accordance with HTL's written directions and specifications, (v) failure to timely implement any modification, update or replacement of software made available to Customer by HTL, (vi) use of any software after HTL's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights, (vii) negligence, abuse, misapplication or misuse by or on behalf of Customer, Customer's Representatives or a third party, (viii) action by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by this Agreement or in any manner contrary to HTL's instructions, (i) events or circumstances outside of HTL's commercially reasonable control (including any third-party hardware, software or system

bugs, defects or malfunctions), or (ix) Action or Losses for which Customer is obligated to indemnify HTL.

27. **From Customer.** Customer shall indemnify, defend and hold harmless HTL from and against any and all Losses incurred by HTL in connection with any Action by a third party to the extent that such Losses arise out of or relate to any allegation: (i) that any IP Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any (1) use by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by HTL nor authorized by HTL in this Agreement, and information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used or (2) use of the Customer Content, (ii) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under this Agreement, (iii) of or relating to negligence, abuse, misapplication, misuse, injury, death, loss of or damage to real or tangible personal property, or more culpable act or omission (including fraud, recklessness or wilful misconduct) by or on behalf of Customer or any of its Representatives or otherwise in connection with this Agreement, (iv) by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by this Agreement, (v) arising from Customer's wilful violation of Applicable Laws or other obligations under this Agreement or in any manner contrary to HTL's instructions.
28. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under, as the case may be. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Indemnified Claim and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
29. **SOLE REMEDY.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND HTL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY IP RIGHTS OF ANY THIRD PARTY.

VII. LIMITATION OF LIABILITY

30. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL HTL, OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DISTRIBUTORS, RE-SELLERS, CONTRACTORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (D) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
31. **CAP ON MONETARY LIABILITY.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF HTL AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DISTRIBUTORS, RE-SELLERS, CONTRACTORS, SERVICE

PROVIDERS OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER

OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO HTL UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

VIII. MISCELLANEOUS

32. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
33. **Relationship.** Customer and HTL agree they are independent businesses whose relationship is governed by this Agreement. Nothing in the parties' agreement, relationship, or transactions shall create or be construed as creating an agency, partnership, fiduciary or joint venture relationship between HTL and Customer (or Customer's Representatives or Locations), or HTL and End Users and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as expressly set forth in the Agreement and these Terms and Conditions, each party shall be responsible for its own expenses, profits and losses.
34. **Exclusivity Notice.** The Customer will notify HTL immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of Services being provided by HTL.
35. **Notices.** Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing and addressed to party as follows (or to such other address or such other person that such addressee party may designate from time to time in accordance with this Section):
36. If to HTL: Home Team Live Technologies Inc.
 ○ 2010 - 11th Ave, Suite 900
 ○ Regina SK S4P 0J3 Canada
 ○ Attention: Tanner Goetz, CEO
 ○ Email: tanner@HomeTeamLive.com
 ○
37. If to Customer: At the address or email provided on the first page of the Agreement.
 ○ Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 2nd day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
38. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by a Force Majeure Event.
39. **Currency.** Unless otherwise stipulated, all payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.
40. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without HTL's prior written consent. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is

binding on and enures to the benefit of the parties and their respective permitted successors and assigns.

41. **Severability.** To the extent permitted by Applicable Law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by Applicable Law, and the remaining provisions of this Agreement will continue in full force and effect.
42. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
43. **Governing Law and Forum.** This Agreement is governed by and construed in accordance with the Applicable Laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Any Action arising out of or related to this Agreement will be instituted exclusively in the courts of the Province of Saskatchewan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. Service of process notice or other document by mail to such party's address set forth herein will be effective service of process for any Action brought in any such court. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
44. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
45. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
46. **Amendment.** This Agreement may not be amended except through a written agreement by authorized representatives of each party.
47. **Dispute Resolution.** Should a dispute arise regarding any invoice or any other matter in connection with this Agreement, the parties agree that they shall meet and negotiate in good faith to attempt to resolve the dispute. If the dispute cannot be resolved through good faith negotiations between the parties within 5 days then either party may provide the other with written notice of the need to appoint a mediator. Should the parties fail to agree upon a mediator within 5 days after the notice or the parties fail to resolve the dispute by way of mediation then such dispute shall be finally resolved by binding arbitration pursuant to the provisions of The Arbitration Act, 1992 (Saskatchewan) (the "Act"), as from time to time in force or as amended. The arbitration shall be administered by the Rules of the Court of Queen's Bench and the Rules of the Court of Appeal for Saskatchewan, in accordance with section 58 of the Act. The arbitration shall take place in Saskatoon, Saskatchewan before a single arbitrator selected by agreement of the parties. Should the parties fail to agree on an arbitrator, the arbitrator shall be appointed by a court of competent jurisdiction pursuant to the Act. The costs of arbitration, including legal fees and disbursements, shall be awarded by the arbitrator in the manner which the arbitrator considers appropriate under the circumstances.
48. **WAIVER OF CLASS ACTION.** THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT);

AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A

CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

49. **Counterparts; Electronic Transmission.** This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic transmission of portable document format (".pdf") file or other electronic file, shall be equally effective as delivery of a manually executed counterpart. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution in counterparts or the delivery of executed counterparts by electronic means.

50. **Choice of Language.** The parties have required that this Agreement and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soit rédigés en la langue anglaise.

Schedule “A” – Definitions

The following capitalized terms will have the following meanings whenever used in this Agreement:

- (a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the entity or subject entity.
- (b) “Agreement” means this master services agreement, these Terms and Conditions, any applicable Order Forms, and any addendums executed by the parties from time to time.
- (c) “Analytics Services” means any additional analytics services which HTL has agreed to provide to Customer, as set out in an Order Form.
- (d) “Applicable Laws” means, in respect of any person, property, transaction or event, all applicable Canadian or foreign federal, provincial, state, municipal or local government laws, statutes, rules, by-laws and regulations, and all applicable official rules, policies, notices, directives, orders, judgments and decrees of any governmental authority, all as amended from time to time.
- (e) “Business Day” means any day of the year, other than a Saturday, Sunday or any statutory holiday, in the Province of Saskatchewan.
- (f) “Content” means any text, graphics, images, music, software, audio, video, information or other materials, including but not limited to analytics, reports, photography, videography or any other recorded medium, statistical data, roster information, player information, game schedules, league standings available on or through the Product.
- (g) “Customer Content” shall mean all items and Content submitted, posted, collected, published supplied, uploaded, or otherwise provided or made available by Customer or its authorized users from time to time on or through the Product or at the Location, including but not limited to footage of Events, scores, and statistical data, but excluding HTL Content and Feedback.
- (h) “Documentation” means any manuals, instructions or other documents or materials that HTL provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.
- (i) “Event” means any and all occurrences at the Location, including but not limited to press conferences, award ceremonies, games regardless of whether pre-season, regular season or post-season, drafts, showcases, tournaments or other contests conducted by or involving the Customer.
- (j) “Event Support Services” means any additional event support services which HTL has agreed to provide to Customer, as set out in an Order Form.
- (k) “Feedback” refers to any suggestion or idea for improving or otherwise modifying any of HTL’s products or services.
- (l) “Force Majeure Event” means any event or circumstances beyond the reasonable control of a party,

including an act of government, acts of war, flood, fire, earthquake, other acts of God or nature, civil unrest, embargoes, act of terror, strike or other labour disputes, Internet or telecommunications service failure or delay, pandemic, Non-HTL Application failure or delay, or a denial of service/access attack.

- (m) "Hardware" means any cameras, equipment, systems, cabling, or facilities provided by or on behalf of HTL and used directly or indirectly in the provision of the Services.
- (n) "HTL Content" means all Content HTL makes available on or through the Products, including any Content licensed from a third party, but excluding Customer Content.
- (o) "HTL Privacy Policy" means the privacy policy of HTL, as it may from time to time be amended or supplemented by HTL. A copy of the current HTL Privacy Policy is available on the HTL website.
- (p) "IP Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (q) "Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind.
- (r) "New Version" means any new version of the Software that HTL may from time to time introduce and market generally as a distinct licensed product (as may be indicated by HTL's designation of a new version number) and which HTL may make available to Customer at an additional cost under a separate written agreement.
- (s) "Non-HTL Application" means a service or software application that is provided by a third party or by Customer and that interoperates with the Services.
- (t) "Open-Source Components" means any software component that is subject to any open-source copyright licence agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or licence agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.
- (u) "Order Form" means an ordering document specifying the Services to be provided under the Agreement that is entered into between Customer and HTL, including any schedules, exhibits, addenda, as it may from time to time be amended or supplemented.
- (v) "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (w) "Products" means all HTL websites, mobile or other applications, Software, Hardware, processes and any other services provided by or through HTL.
- (x) "Production Services" means any additional production services which HTL has agreed to provide to

Customer, as set out in an Order Form.

- (y) "Regular Support Hours" means 9:00 a.m. to 5:00 p.m. (Saskatchewan Time) during Business Days.
- (z) "Representatives" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, and subcontractors.
- (aa) "Services" means the products and services that are ordered by Customer under the Agreement and made available by HTL, as may be described in the Documentation but not including Non-HTL Applications, Production Services, Event Support Services, or Analytics Services unless HTL has agreed to provide those additional services to Customer, as set out in an Order Form.
- (bb) "Software" means the current version (as of the date of execution of this Agreement) of HTL's webcast production platform software, in object code format.
- (cc) "Third Party Materials" means materials and information, in any form or medium, that are not proprietary to HTL, including any third-party: (i) documents, data, content or specifications; (ii) Open-source Components or other software, hardware or other products, facilities, equipment or devices; and (iii) accessories, components, parts or features of any of the foregoing.

