

Terms and Conditions for Venues

The legal groundwork governing each venue's use of My Sport Space.

This My Sport Space Terms of Service ("**Agreement**") is entered into by and between the My Sport Space Inc. entity set forth below ("**My Sport Space**") and the entity or person creating and accessing My Sport Space Services ("**Venue**" or "**you**"). If you are accessing or using the Services on behalf of your organization, you represent that you are authorized to accept this Agreement on behalf of your organization, and all references to "**Venue**" or "**you**" reference your organization.

This Agreement permits Venue to subscribe to and optionally purchase online software-as-a-service products and other services from My Sport Space pursuant to any My Sport Space ordering documents, online registration, order descriptions or order confirmations referencing this Agreement ("**Order Form(s)**") and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement will govern Venue's initial use on the Effective Date as well as any future use and purchases made by Venue that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Venue's initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement.

Modifications to this Agreement: From time to time, My Sport Space may modify this Agreement. Venue is required to re-visit this Agreement regularly to stay informed about the terms and conditions under which the Services will be delivered.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. THIS AGREEMENT CONTAINS MANDATORY ARBITRATION PROVISIONS THAT REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN COURT HEARINGS. PLEASE READ IT CAREFULLY.

1. Definitions

"Administrator" means an employee or Contractor of Venue or its Affiliate who has been given full administrator permissions, as defined in the Documentation, to access the Service.

"Affiliate" means any entity under the control of Venue where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

"Contractor" means an independent contractor or consultant who is not a competitor of My Sport Space.

"Dashboard" means My Sport Space's user interface for accessing and administering the Services that Venue may access via the My Sport Space Apps.

"Documentation" means the technical and user documentation provided with the Services. This documentation may be embedded within the My Sport Space Apps.

"Feedback" means comments, questions, suggestions or other feedback relating to any My Sport Space product or service.

"Laws" means all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data

privacy and data transfer, international communications, and the exportation of technical or personal data.

"Privacy Policy" means the My Sport Space Privacy Policy.

"Sensitive Personal Information" means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("PCI DSS"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("HIPAA"); or (iii) any other personal data of an EU citizen deemed to be in a "special category" (as identified in EU Data Protection Directive 95/46/EC or any successor directive or regulation).

"Services" means My Sport Space's proprietary software-as-a-service solution(s), including the Dashboard, My Sport Space application programming interfaces (APIs), My Sport Space Code and My Sport Space Apps, as described in the applicable Order Form.

"My Sport Space App" means any mobile application or desktop client software included in the applicable Service that is made available by My Sport Space allowing consumers to book at any location within the My Sport Space network.

"Taxes" means any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of My Sport Space.

"Third-Party Platform" means any software, software-as-a-service, data sources or other products or services not provided by My Sport Space that are integrated with Services as described in the Documentation.

"Users" means all of the individual user accounts listed on the users page of the Venue Account, the Venue's administrators, the Venue's end users ("venue users"), the Venue's potential users, and other users of and visitors to the Venue Account and Venue Website.

"Venue Account" means the Venue's My Sport Space-hosted profile and any website with a unique subdomain (e.g. myvenue.MySportSpace.com), including all its URLs and pages, which Venue may use as part of the booking platform.

"Venue Data" means any data of any type that is submitted to the Services by or on behalf of Venue, including without limitation: (a) data submitted, uploaded or imported to the Services by Venue or Users (including from Third Party Platforms) and (b) data provided by or about Users (including booking information) that are collected from the Venue using the Services. Venue Data includes 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.

"Venue Website" means the Venue's own independent website not managed, owned or hosted by My Sport Space.

2. My Sport Space Services

2.1. Services Overview. My Sport Space's Service is a software-as-a-service solution offered to subscribing Venues through a single platform. The Services are designed to enable Venue to manage bookings with Users through the entire lifecycle of their relationship with Venue and to provide a Dashboard for accessing and managing booking information and Venue Data regarding those Users. Management of bookings may be done in large part in a self-service manner directly by Users through the Services. Venue may export Venue Data between the Services and certain Third-Party Platforms through supported integrations.

2.2. Provision of Services. Each Service is provided on a renewing subscription basis until termination with respect to Section 7.1. This is provided on a subscription basis for a Subscription Term designated on the Order Form. In this case, Venue will purchase and My Sport Space will provide the specific paid

Services as specified in the applicable Order Form. A transaction fee will be assessed for each booking processed for the Venue by My Sport Space inc.

2.3. Access to Services. Venue may access and use the Services solely for its own benefit and in accordance with the terms and conditions of this Agreement, the Documentation and any scope of use restrictions designated in the applicable Order Form. Use of and access to the Services is permitted for Users. If Venue is given API keys or passwords to access the Services on My Sport Space's systems, Venue will require that all Administrators keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. If Users are accessing the Services using credentials provided by a third party (e.g., Google), then Users will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials. Venue will be responsible for any and all actions taken using Venue's API keys, accounts and passwords. If any Administrator who has access to a user ID is no longer an employee (or Contractor, as set forth below) of Venue, then Venue will immediately delete such user ID and otherwise terminate such Administrator's access to the Service.

2.4. My Sport Space Apps. To the extent My Sport Space provides My Sport Space Apps for use with the Services, subject to all of the terms and conditions of this Agreement, My Sport Space grants to Venue a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to use the object code form of the My Sport Space Apps internally, but only in connection with Venue's use of the Service and otherwise in accordance with the Documentation and this Agreement.

2.5. Deployment of My Sport Space Code. Subject to all of the terms and conditions of this Agreement, My Sport Space grants to Venue a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to copy the My Sport Space Code in the form provided by My Sport Space on Venue Website solely to support Venue's use of the Service and otherwise in accordance with the Documentation and this Agreement. Venue may implement My Sport Space Code on the Venue Website in order to enable embedding of the My Sport Space Service on the Venue Website, and in such

cases will implement all My Sport Space Code in strict accordance with the Documentation and other instructions provided by My Sport Space. Venue acknowledges that any changes made to the Venue Website after initial implementation of My Sport Space Code may cause the Services to cease working or function improperly and that My Sport Space will have no responsibility for the impact of any such Venue changes.

2.6. Contractors and Affiliates. Venue may permit its Contractors and its Affiliates' employees and Contractors to serve as Administrators, provided Venue remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Venue.

2.7. General Restrictions. Venue will not (and will not permit any third party to): (a) rent, lease, provide access to or sublicense the Services to a third party; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to My Sport Space); (d) copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Services (including without limitation (i) the "Powered by My Sport Space" designation that may appear as part of the deployment of the Services on Venue Website and (ii) notices on any reports or data printed from the Services); or (f) publicly disseminate information regarding the performance of the Services.

2.8. My Sport Space APIs. If My Sport Space makes access to any APIs available as part of the Services, My Sport Space reserves the right to place limits on access to such APIs (e.g., limits on numbers of calls or requests). Further, My Sport Space may monitor Venue's usage of such APIs and limit the number of calls or requests Venue may make if My Sport Space believes that Venue's usage is in breach of this Agreement or may negatively affect the Services (or otherwise impose liability on My Sport Space).

2.9. Trial Subscriptions. If Venue receives free access or a trial or evaluation subscription to paid features of the Service (a "**Trial Subscription**"), then Venue

may use the relevant paid features of the Services in accordance with the terms and conditions of this Agreement for a period of thirty (30) days or such other period granted by My Sport Space (the "**Trial Period**"). Trial Subscriptions are permitted solely for Venue's use to determine whether to purchase a paid subscription to the Services. Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term. If Venue does not enter into a paid Subscription Term, Venue's access and use the Services will be suspended (no new bookings possible) at the end of the Trial Period until the Venue disables any paid features and hence returns to zero-cost subscription limits. My Sport Space has the right to terminate a Trial Subscription at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, My Sport Space WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.

3. Venue Data

3.1. Rights in Venue Data. As between the parties, Venue will retain all right, title and interest (including any and all intellectual property rights) in and to the Venue Data as provided to My Sport Space. Subject to the terms of this Agreement, Venue hereby grants to My Sport Space a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Venue Data solely to the extent necessary to provide the Services to Venue.

3.2. Storage of Venue Data. My Sport Space will store Venue Data and make such data available through the Services on behalf of Venue in accordance with Privacy Policy. My Sport Space agrees only that it will not intentionally delete any Venue Data from any Service prior to termination of Venue's applicable Subscription Term with the following exception:

1. Booking audit logs ("bookings feed") are deleted after ninety (90) days.

3.3. Venue Obligations.

a) *In General.* Venue is solely responsible for the accuracy, content and legality of all Venue Data. Venue represents and warrants to My Sport Space that Venue has all necessary rights, consents and permissions to collect, share and use all Venue Data as contemplated in this Agreement (including granting My Sport Space the rights in Section 3.1 (Rights in Venue Data)) and that no Venue Data will violate or infringe (i) any third party intellectual property, publicity, privacy or other rights, (ii) any Laws, or (iii) any terms of service, privacy policies or other agreements governing the Venue Website or Venue's accounts with any Third-Party Platforms. If Venue submits Venue Data to the Services on behalf of any User, unambiguous consent of that User must be presentable to My Sport Space and any relevant supervising authorities on request if required by law. Venue will be fully responsible for any Venue Data submitted to the Services by any User as if it was submitted by Venue.

b) *No Sensitive Personal Information.* Venue specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Venue acknowledges that My Sport Space is not a Business Associate or subcontractor as those terms are defined in HIPAA and that the Services are not HIPAA compliant. The collection of payment-card information is permitted within the dedicated and Stripe-hosted (via iframe technology) form controls for payment-card entry as described in Documentation (for booking payment and subscription payment). Venue acknowledges that My Sport Space is not a payment-card processor of raw payment-card information and that the Services are not PCI DSS compliant if Venue enters raw payment-card information into the services using other means. My Sport Space will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

c) *Compliance with Laws.* Venue agrees to comply with all applicable Laws in its use of the Services. Without limiting the generality of the foregoing, Venue will not engage in any unsolicited advertising, marketing, or other activities using the Services, including without limitation any activities that violate the Telephone Consumer Protection Act of 1991, CAN-SPAM Act of 2003 or any other anti-spam laws and regulations.

Venues further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to the listing of their facility and the conduct of their business, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to taxes, credit cards, data and privacy, permits or license requirements, zoning ordinances, safety compliance and compliance with all anti-discrimination and state laws, as applicable. Please be aware that, even though we are not a party to any rental transaction and assume no liability for legal or regulatory compliance pertaining to venues listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to your venue listing in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

d) *Disclosures on Venue Website.* Venue acknowledges that the My Sport Space Code causes the Services to be accessible to each User who accesses the Venue Website. Venue will include on each Venue Website a link to its privacy policy that discloses Venue's use of third party services to collect data about Users as described in this Agreement. Venue's privacy policy must disclose how, and for what purposes, the data collected through My Sport Space Code will be used or shared with My Sport Space as part of the Services. Venue must also provide Users with clear and comprehensive information about the storing and accessing of cookies or other information on the Users' devices where such activity occurs in connection with the Services and as required by applicable Laws. For clarity, as between Venue and My Sport Space, Venue will be solely responsible for obtaining the necessary clearances, consents and approvals from Users under all applicable Laws.

e) *Marketing.* Venue agrees to allow My Sport Space use of Venue's logo and images for purposes of marketing the Venue and offering booking availability. Venue agrees to contribute pictures, etc. as requested by My Sport Space.

f) *Venue Listings.* We have no duty to pre-screen content posted on My Sport Space by venues or other users, whether directly contributed by the venue or contributed by us or a third party on behalf of the venue

We reserve the right to decline to permit the posting or to remove from the Site any user-contributed content that fails to meet our guidelines, which are incorporated by reference into these Terms, any other guidelines posted on a Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, have been apparently breached in respect of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a member's content or user-contributed content in a non-substantive manner solely to cause the content to comply with our guidelines or formatting requirements or to provide services to members to create or improve listings (such as translation services), in accordance with information we have about the venue listed. Venues remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

At a minimum, venue-contributed content must (as determined by us in our discretion):

- not infringe anyone's rights, including but limited to copyright and rights of publicity and privacy, violate the law or otherwise be inappropriate;
- not include personal information of another that can be used to identify or contact any person;
- not include unsolicited promotional content, advertising, political campaigns, contests, raffles or solicitations;
- be directly related to the Site, business service, product or forum where the content is submitted;
- not be obscene, abusive, discriminatory or illegal; or
- not be false or misleading.

Venue listing should accurately represent the condition and capabilities of the facility as well as its ability to provide a clean, safe and consistent experience to the Venue Users. My Sport Space reserves the right to suspend Venue's access to the applicable Service (no new bookings possible on Venue Account) without liability to Venue until such a time that the Venue corrects the Venue Data.

All listings on the Site are the sole responsibility of the venue and we specifically disclaim any and all liability arising from the alleged accuracy of the listings or any alleged breaches of contract on a venue's part. Venues are solely responsible for keeping their property information up-to-date on My Sport Space, including, but not limited to, any and all representations about any property, its amenities, location, price and its availability for a specific date or range of dates.

g) *Taxes*. Venues are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the Payment Services ("Taxes"). Venues also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. My Sport Space specifically disclaims any liability for Taxes.

h) *Unauthorized uses of the Site*. The license to use the Site only extends to the uses expressly described herein. The license to use the Site granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing facility rental services or other services that compete with us.

My Sport Space, at its own discretion, can terminate the Services to a Venue with respect to Section 7.1, should it be determined that the Venue is not providing the capabilities as submitted to My Sport Space.

3.4. Indemnification by Venue. Venue will indemnify, defend and hold harmless My Sport Space from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any Venue Data or breach or alleged breach by Venue of Section 3.3 (Venue Obligations). This indemnification obligation is subject to Venue receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Venue to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all necessary cooperation of My Sport Space at Venue's expense. Notwithstanding the foregoing sentence, (a) My Sport Space may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and (b) Venue will not settle any claim without My Sport Space's prior written consent, unless the settlement fully and unconditionally releases My Sport Space and does not require My Sport Space to pay any amount, take any action, or admit any liability.

3.5. Aggregated Anonymous Data. Notwithstanding anything to the contrary herein, Venue agrees that My Sport Space may obtain and aggregate technical and other data about Venue's use of the Services that is non-personally identifiable with respect to Users ("**Aggregated Anonymous Data**"), and My Sport Space may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose during and after the term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Venue and other My Sport Space customers. For clarity, this Section 3.5 does not give My Sport Space the right to identify Venue as the source of any Aggregated Anonymous Data.

4. Security

My Sport Space agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Venue Data. My Sport Space will have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond My Sport Space's control.

5. Third-Party Platforms

The Services may support integrations with certain Third-Party Platforms. In order for the Services to communicate with such Third-Party Platforms, Venue may be required to input credentials in order for the Services to access and receive relevant information from such Third-Party Platforms. By enabling use of the Services with any Third-Party Platform, Venue authorizes My Sport Space to access Venue's accounts with such Third-Party Platform for the purposes described in this Agreement. Venue is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Venue acknowledges and agrees that My Sport Space has no responsibility or liability for any Third-Party Platform or any Venue Data exported to a Third-Party Platform. My Sport Space does not guarantee that the Services will maintain integrations with any Third-Party Platform and My Sport Space may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Venue. For clarity, this Agreement governs Venue's use of and access to the Services, even if accessed through an integration with a Third-Party Platform.

6. Ownership

6.1. My Sport Space Technology. This is a subscription agreement for access to and use of the Services. Venue acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to Venue under this Agreement. Venue agrees that My Sport Space or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services and all Documentation, professional services deliverables and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "My Sport Space Technology"). Except as expressly set forth in this Agreement, no rights in any My Sport Space Technology are granted to Venue. Further, Venue acknowledges that the Services are offered as an on-line, hosted solution, and that Venue has no right

to obtain a copy of any of the Services, except for My Sport Space Code and the My Sport Space Apps in the format provided by My Sport Space.

6.2. Feedback. Venue, from time to time, may and is encouraged to submit Feedback to My Sport Space. My Sport Space may freely use Feedback in connection with any of its products or services.

7. Subscription Term, Fees & Payment

7.1. Subscription Term and Renewals. At the Effective Date, the Venue automatically begins Service access with a Subscription and with a recurring Subscription Term of one month. Prior to the Effective Date, Venue can choose through Order Form a recurring Subscription Term of one month or one year. Each Subscription Term, paid or unpaid, will automatically renew for an additional Subscription Term interval until the termination date (“**Termination Date**”) is reached. The Termination Date is either (i) the date on which Venue explicitly chooses to delete the Venue Account, or (ii) in the event that My Sport Space is unable to provide the Services in an ongoing manner, the future date that My Sport Space gives Venue written notice of at least least twenty (20) days in advance.

7.2. Fees and Payment. All fees are as set forth in the applicable Order Form and will be paid by Venue via Credit Card (as defined below). Except as expressly set forth in Section 9 (Limited Warranty), all fees are non-refundable. All subscription charges are in United States Dollars (USD). Venue is responsible for any currency-exchange fees that may be incurred by Venue when paying fees.

7.3. Payment Via Credit Card. By purchasing the Services via credit card, debit card or other payment card ("Credit Card"), the following terms apply:

1. *Recurring Billing Authorization.* By providing Credit Card information and agreeing to purchase any Services, Venue hereby authorizes My Sport Space (or its designee) to automatically charge Venue’s Credit Card on the same day of every month for month-interval Subscription Terms (or

the closest prior date, if there are fewer days in a particular month), or on the same day of every year for year-interval Subscription Terms (or the closest prior date, if there are fewer days in a particular month on a particular year). Venue hereby authorizes My Sport Space (or its designee) to automatically charge all fees accrued as of that date (if any) in accordance with the applicable Order Form. Venue acknowledges and agrees that the amount billed and charged each month may vary depending on Venue's use of the Services, particularly if the Venue activates or deactivates additional paid features. If the venue modifies its use of paid features during a Subscription Term, any pricing adjustments are prorated to the next invoice date. The price of the upcoming Venue subscription invoice can be viewed at all times in the *Your My Sport Space Plan* page of the Dashboard settings area. Venue is invited to contact My Sport Space if they have any questions about billing proration.

2. *Foreign Transaction Fees.* Venue acknowledges that for certain Credit Cards, the issuer of Venue's Credit Card may charge a foreign transaction fee or other charges.
3. *Invalid Payment.* If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Venue remains responsible for any amounts not remitted to My Sport Space and My Sport Space may, in its sole discretion, either (i) invoice Venue directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Venue (if applicable) or (iii) terminate this Agreement.
4. *Changing Credit Card Information.* At any time, Venue may change its Credit Card information by entering updated Credit Card information via the "Your My Sport Space Plan" page on the Dashboard settings area.
5. *Termination of Recurring Billing.* In addition to any termination rights set forth in this Agreement, Venue may terminate the Subscription Term at any time by sending an email to info@MySportSpace.com with this request, with termination effective at the end of the current Subscription Term. As set forth in Section 2.9 (Trial Subscriptions), if Venue has enabled paid features but does not enter into a paid Subscription Term following a Trial Period, Venue's access and use of the Services will be suspended (no new bookings possible) until Venue disables all paid features.

6. *Payment of Outstanding Fees.* Upon any termination or expiration of the Subscription Term, My Sport Space will charge Venue's Credit Card (or invoice Venue directly) for any outstanding fees for Venue's use of the Services during the Subscription Term, after which My Sport Space will not charge Venue's Credit Card for any additional fees.

7.4. **Suspension of Service.** If Venue's paid subscription is three (3) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), My Sport Space reserves the right to suspend Venue's access to the applicable Service (no new bookings possible on Venue Account) without liability to Venue until such amounts are paid in full.

8. Term and Termination

8.1. **Term.** This Agreement is effective as of the Effective Date and expires on the Termination Date as defined in Section 7.1.

8.2. **Termination for Cause.** Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3. **Effect of Termination.** Upon any expiration or termination of this Agreement, Venue will immediately cease any and all use of and access to all Services (including any and all related My Sport Space Technology) and delete (or, at My Sport Space's request, return) any and all copies of the Documentation, any My Sport Space passwords or access codes and any other My Sport Space Confidential Information in its possession. Provided this Agreement was not terminated for Venue's breach, Venue may retain and use internally copies of all reports exported from any Service prior to termination. Venue acknowledges that following termination it will have no further access to any Venue Data input into any Service, and that My Sport Space may delete any

such data as may have been stored by My Sport Space at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.4. **Survival.** The following Sections will survive any expiration or termination of this Agreement: 2.7 (General Restrictions), 2.9 (Trial Subscriptions), 3.2 (Storage of Venue Data), 3.4 (Indemnification by Venue), 3.5 (Aggregated Anonymous Data), 6 (Ownership), 7.2 (Fees and Payment), 7.3 (Payment Via Credit Card), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 12 (Limitation of Remedies and Damages), 13 (Confidential Information) and 14 (General Terms).

9. Limited Warranty

9.1. **Limited Warranty.** My Sport Space warrants, for Venue's benefit only, that each Service will operate in substantial conformity with the applicable Documentation. My Sport Space's sole liability (and Venue's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Venue, for My Sport Space to use commercially reasonable efforts to correct the reported non-conformity, or if My Sport Space determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Venue will receive as its sole remedy a refund of any fees Venue has pre-paid for use of such Service for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 9.1 will not apply: (i) unless Venue makes a claim within thirty (30) days of the date on which Venue first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

9.2. **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, ALL Services ARE PROVIDED "AS IS". NEITHER My Sport Space NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. My Sport Space DOES NOT WARRANT THAT Venue's USE OF THE Services WILL BE

UNINTERRUPTED OR ERROR-FREE, NOR DOES My Sport Space WARRANT THAT IT WILL REVIEW THE Venue Data FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE Venue Data WITHOUT LOSS OR CORRUPTION. My Sport Space SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE SERVICES. My Sport Space SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF My Sport Space. VENUE MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. Third-Party Payment Providers

My Sport Space is not liable for any charge-related fees or penalties charged to the Venue by payment providers integrated with My Sport Space (such as Stripe). Such fees and penalties include, but are not limited to: payment-provider transaction fees, monthly service fees, account-keeping fees, credit-card chargebacks and fees resulting from other charge-dispute mechanisms exercised by Users.

11. Privacy

My Sport Space uses high ethical standards and respects User privacy. My Sport Space will duly and diligently safeguard and protect the privacy and confidentiality of Venue Data, including User personal information. Privacy Policy includes further details.

12. Limitation of Remedies and Damages

12.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY

MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

12.2. Liability Cap. My Sport Space'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO VENUE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY VENUE TO My Sport Space DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT.

12.3. Excluded Claims. "Excluded Claims" means any claim arising (a) from Venue's breach of Section 2.7 (General Restrictions); (b) under Section 3.3 (Venue Obligations) or 3.4 (Indemnification by Venue); or (c) from a party's breach of its obligations in Section 13 (Confidential Information) (but excluding claims arising from operation or non-operation of any Service).

12.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

13. Confidential Information

Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any My Sport Space Technology, performance information relating to any Service, and the terms and conditions of this Agreement will be deemed Confidential Information of My Sport Space without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information

for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for My Sport Space, the subcontractors referenced in Section 14.8 (Subcontractors)), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 13 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 13. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

14. General Terms

14.1. **Assignment.** This Agreement will bind and insure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2. **Severability.** If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will

be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

14.3. **Governing Law; Dispute Resolution.**

a) *Direct Dispute Resolution.* In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, whether arising in contract, tort or otherwise, ("**Dispute**"), the parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute ("**Initial Notice of Dispute**"). If an Initial Notice of Dispute is being sent to My Sport Space it must be emailed to info@MySportSpace.com and sent via mail to:

Attn: Legal Department

My Sport Space, Inc
PO Box 6672
Edmond, OK 73083-6672

Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties ("**Direct Dispute Resolution**"). If the parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration in accordance with U.S. law.

b) *Choice of Law and Jurisdiction.* IF THE PARTIES ARE UNABLE TO REACH A RESOLUTION OF THE DISPUTE THROUGH Direct Dispute Resolution WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE Initial Notice of Dispute, VENUE AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN DELAWARE, U.S. IN ANY DISPUTE, U.S. LAW SHALL APPLY.

c) *Construction and Joinder.* THIS AGREEMENT MUST BE CONSTRUED AS IF IT WAS JOINTLY WRITTEN BY BOTH PARTIES. BOTH VENUE AND My Sport

Space AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. IN THE EVENT OF ANY DISPUTE CONCERNING THE VALIDITY OR ENFORCEABILITY OF THIS PROVISION, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

d) *Injunctive Relief.* Notwithstanding the above provisions, My Sport Space may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14.4. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in Section 14.3 or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

14.5. Amendments; Waivers. Except as otherwise provided herein, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Venue will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

14.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Venue acknowledges that the Services are online, subscription-based products, and that in order to provide improved customer experience My Sport Space may make changes to the Services, and My Sport Space will update the applicable Documentation accordingly.

14.7. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

14.8. Subcontractors. My Sport Space may use the services of subcontractors and permit them to exercise the rights granted to My Sport Space in order to provide the Services under this Agreement, provided that My Sport Space remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Services as required under this Agreement.

14.9. Subpoenas. Nothing in this Agreement prevents My Sport Space from disclosing Venue Data to the extent required by law, subpoenas, or court orders, but My Sport Space will use commercially reasonable efforts to notify Venue where permitted to do so.

14.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.11. Export Control. In its use of the Services, Venue agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Venue represents and

warrants that it is not listed on any United States government list of prohibited or restricted parties or located in (or a national of) a country that is subject to an United States government embargo or that has been designated by the United States government as a "terrorist supporting" country, and (ii) Venue will not (and will not permit any of its Users to) access or use the Services in violation of any United States export embargo, prohibition or restriction.

14.12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

15. Contact Us

If you have any questions or would like further information, please contact us by any of the following means:

Postal Mail:

My Sport Space, Inc
PO Box 6672
Edmond, OK 73083-6672

E-mail:

info@mysportspace.com