

Scope. All transactions involving purchases and licenses from ScrimmageSim® shall be governed by (i) these Standard Terms and Conditions, (ii) any written contract between ScrimmageSim® and the purchaser or the licensee ("Purchaser") that is executed by both of them, (iii) terms and conditions included in any written quote issued and executed by ScrimmageSim® and accepted by the Purchaser, (iv) if the Purchaser purchases or licenses from a ScrimmageSim® website, any Terms and Conditions referenced by an "I agree" or similar button selected by the Purchaser in connection with such purchases or licenses, and (v) the Terms and Conditions on the back of the ScrimmageSim® invoice, if any, that relates to such purchases or licenses. The combination of the provisions, terms and conditions described in (i) through (v) above will be referred to as "Applicable Terms and Conditions."

Precedence. In the event of an inconsistency among the contract provisions and the terms and conditions listed in (i) through (v) above, the following rules shall apply:

- **a.** If the inconsistency is between an item executed by ScrimmageSim® and one that is not, the item that is executed by ScrimmageSim® shall take precedence.
- **b.** If the inconsistency is between two items that have been executed by ScrimmageSim®, the more recently executed one will take precedence.
- **c.** If the inconsistency is among these Terms and Conditions, the Terms and Conditions on the back of a ScrimmageSim® invoice, and the terms and conditions referenced by an "I accept" or similar button, the terms and conditions referenced by an "I accept" or similar button shall take first precedence, the Terms and Conditions on the back of a ScrimmageSim® invoice shall second precedence, and these Standard Terms and Conditions shall take third precedence.

To the extent that the Purchaser is acting as an end user, the Purchaser shall also be subject to ScrimmageSim®'s Terms of Use, and with respect to the Purchaser's activities as an end user, ScrimmageSim®'s Terms of Use will take precedence over the Applicable Terms and Conditions.

Execution. In order for a contract or communication to be "executed" by, and binding upon, ScrimmageSim® or any of its affiliates, the execution must be in the form of handwritten signatures in blue ink by either (a) ScrimmageSim's President or (b) two authorized ScrimmageSim representatives, one of whom must be the Director of Accounting entity being bound one of whom must be either the President or the Chief Executive Officer of such entity, on a paper copy of such contract or communication. No other action or communication, verbal, written or otherwise (including email) will be considered an execution by ScrimmageSim® or an affiliate and will not be binding on any of them.

No Third Party Beneficiary. The Applicable Terms and Conditions shall be for the benefit of ScrimmageSim® and the Purchaser and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing and executed by ScrimmageSim®, to the extent they differ from, modify, add to or detract from the Applicable Terms and Conditions shall not be binding on ScrimmageSim®.

Notwithstanding any contrary provision in the Purchaser's purchase order or any other communication from the Purchaser, no action by ScrimmageSim®, such as delivery or provision of goods or services or the commencement of work, will be deemed an acceptance by ScrimmageSim® of any purchase order or other communication from the Purchaser with terms different than or additional to those contained in the Applicable Terms and Conditions.

Prices and payment. All prices are subject to change without notice, except that if prices are in a written quote from ScrimmageSim® which is less than 60 days old, the quote shall be honored as stated therein. Other than purchases made by credit card or paid in advance, (i) all orders are subject to credit approval before delivery by ScrimmageSim®, and (ii) payment shall be due on the date of receipt of invoice. Overdue accounts shall bear interest at a rate equal to the lesser of one percent per month compounded monthly (annual rate of 12.68%) or the highest rate permitted by applicable law. All amounts are stated, and payments are to be made, in United States currency. If a payment is past due,

ScrimmageSim® may terminate all access, services and licenses relating to anything purchased or licensed by the Purchaser, with or without notice, and the Purchaser will pay all of ScrimmageSim®'s costs of collection, including, without limitation, all court or arbitration costs and attorneys' fees.

Taxes. All taxes, levies and duties of any nature whatsoever applicable to the purchase of ScrimmageSim® goods or services and the licensing of intellectual property from ScrimmageSim® shall be paid by the Purchaser unless the Purchaser provides ScrimmageSim® with an exemption certificate acceptable to the relevant taxing authority. Unless otherwise specified, the prices shown or quoted by ScrimmageSim® do not include any taxes, levies and duties.

Refunds. Once a good or service is activated by an end user, no refunds will be given. If a good or service has not been activated and the activation code has not been seen or accessed by any person (including the Purchaser), the Purchaser shall be entitled to request a refund, but only if ScrimmageSim® has issued an RMA and the request has been made within six months of purchase.

Ownership of technology and intellectual property. All software and other intellectual property, whether or not provided as a service, are being provided by ScrimmageSim® under license and are not being sold. No Purchaser or end user may use ScrimmageSim® intellectual property other than strictly in accordance with ScrimmageSim®'s Terms of Use. The Applicable Terms and Conditions convey no right, title, interest or license in, to or under any intellectual property, to the Purchaser or to any end user. ScrimmageSim® expressly rejects any implied license to use any of its intellectual property. ScrimmageSim® retains all right, title and interest in and to, and possession of, all of its proprietary technology and intellectual property, including but not limited to, all copyright, patent, trade secret, trademark, and other intellectual property rights associated with any ideas, concepts, methods, processes, techniques, inventions or works of authorship (including software), documentation, and any improvements thereon, developed or created by or on behalf of ScrimmageSim®. ScrimmageSim® may make or use any of its proprietary technology and intellectual property in any way, in whole or in part, even if the proprietary technology or intellectual property was originally developed expressly for use by the Purchaser.

Limited use. The Purchaser shall have no rights with respect to goods, services or intellectual property of ScrimmageSim® to, directly or indirectly, (a) download, copy, print, display, mirror, frame, publish or transmit anything except what an end user may download in accordance with ScrimmageSim®'s Terms of Use subject to any restrictions therein; (b) sell, rent, lease, loan, reproduce, distribute, license or sublicense, or otherwise transfer all or any part of such items or provide timeshare, service bureau or similar services to any other person using such items; (c) modify or translate any such item, create any derivative works or otherwise merge or utilize all or any part of such items with or into other computer programs or other materials; (d) in any manner decompile, reverse compile, reverse engineer, decode, disassemble, or otherwise attempt to derive source code from all or any part of such items; or (e) otherwise use such items other than by an end user for what is allowed by ScrimmageSim®'s Terms of Use subject to any restrictions therein. The Purchaser shall not remove or alter, or permit any person to remove or alter, any notices on, contained within or affixed to such items, or any media containing such items, regarding copyright, patent, trademark and other proprietary rights, restrictions on use and confidentiality.

Reasonable precautions. To the extent that the Purchaser resells any good, service or intellectual property of ScrimmageSim® to an end user, directly or indirectly, the Purchaser shall take reasonable precautions to ensure that (i) the transferee does not violate the Applicable Terms and Conditions, and (ii) the end user does not violate ScrimmageSim®'s Terms of Use. To the extent that the Purchaser sells, licenses or otherwise transfers or assigns (or attempts to do so) any good, service or intellectual property of ScrimmageSim® to any other party other than the end user, the Purchaser shall cause such party not to

violate the Applicable Terms and Conditions and to take the same precautions and have the same liability to ScrimmageSim® under this paragraph as if such party had agreed to the Applicable Standard Terms and Conditions as the Purchaser.

Warranty and limitation of liability. ScrimmageSim® warrants each good and service to be generally free from defects in material and workmanship under normal use and service and warrants it to generally operate in accordance with its programmed instructions. No good or service is warranted to be error free. The warranty period shall be the lesser of (i) the standard length of the course taken by the end user plus six months and (ii) six months from the date of the relevant invoice (or the date of delivery if there is no invoice). This warranty extends only to the original end user and shall not extend to anyone else. ScrimmageSim®'s obligation under this warranty is limited to making the course available to the original end user within the applicable warranty period.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR NONINFRINGEMENT.

SCRIMMAGESIM® MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES AS TO USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS.

SCRIMMAGESIM® MAKES NO WARRANTY OR REPRESENTATION THAT (A) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY GOODS OR SERVICES, CONTENT, DATA, INFORMATION OR MATERIAL PURCHASED OR LICENSED WILL MEET THE PURCHASER'S OR THE END USER'S EXPECTATIONS; OR (D) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

TO THE FULL EXTENT PERMITTED BY LAW, SCRIMMAGESIM® SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REPUTATION, REVENUE, PROFITS, PRIZES, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), EVEN IF SCRIMMAGESIM® HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED, LICENSED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (D) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE. NOR SHALL SCRIMMAGESIM®'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE APPLICABLE STANDARD TERMS AND CONDITIONS OR THE MANUFACTURE, SALE, DELIVERY, LICENSEE OR USE OF GOODS, SERVICES, OR INTELLECTUAL PROPERTY OF SCRIMMAGESIM® EXCEED THE PRICE PAID BY THE PURCHASER.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

Force Majeure. Neither ScrimmageSim® nor the Purchaser shall be liable for failures in performance (other than payment or refund obligations), including delay or non-shipment, resulting from acts or events beyond its reasonable control. Such acts or events shall include, but shall not be limited to, acts of God, civil or military authority, civil disturbance, fire, hurricanes, earthquakes, strikes, lockouts or slowdowns, factory or labor conditions, errors in manufacture, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses, or other "force majeure" events beyond the reasonable control of the non-performing party.

Assignment. The Purchaser may neither assign nor transfer its rights to anything it may have purchased or licensed from ScrimmageSim®, by operation of law or otherwise, without the prior written consent of ScrimmageSim®. ScrimmageSim®'s affiliated companies may participate in ScrimmageSim®'s performance hereunder.

Severability. If any of the terms or provisions of the Applicable Terms and Conditions shall be declared in violation of law, the remaining terms and provisions shall remain in full force and effect.

Choice of law; venue. These Standard Terms and Conditions are governed by the internal laws of the State of Illinois, without regard to its conflict of laws rules, and by applicable U.S. federal laws. All disputes or legal proceedings relating to these Standard Terms and Conditions or the use of goods, services or intellectual property of ScrimmageSim® purchased or licensed hereunder shall be brought and heard exclusively in the state or federal courts located in Cook County, Illinois, USA, and the Purchaser hereby irrevocably consents and submits to personal jurisdiction in such courts for all such disputes or legal proceedings.

Waiver. No waiver by either party of any breach of any of the Applicable Standard Terms and Conditions by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver given by a party hereunder shall be binding upon such party only if in writing and signed by such party.

Export control. The Purchaser agrees to comply with all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with its purchase or licensing of goods, services or intellectual property of ScrimmageSim®. This includes any laws, regulations, orders or other restrictions on exports from the U.S. which may be imposed from time to time by the U.S. government. The Purchaser shall not export or re-export, directly or indirectly, goods, services, data or information from ScrimmageSim® pertaining thereto to any country for which either such government or any agency thereof requires an export license or governmental approval at the time of export or re-export without first obtaining such license or approval.