

## **Software Development Kit License Agreement –Terms and Conditions**

### **1. Subject Matter of the Agreement**

This License Agreement covers the terms and conditions of the provision of all software development kits made available by Sportradar to you. The software development kits under this Agreement mean all software development tools that allow for the creation of applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar development platform or any product provided by Sportradar (all software development kits are hereinafter together referred to as “SDK”). The SDK is licensed to you subject to the terms of this License Agreement. This License Agreement forms a legally binding contract between you and Sportradar in relation to your use of the SDK. Sportradar means Sportradar AG, Feldlistrasse 2, CH- 9000 St.Gallen, Switzerland.

### **2. Acceptance**

In order to use the SDK, it is necessary that you agree on this License Agreement. You are not allowed to use the SDK if you do not accept this License Agreement. By clicking to accept, you hereby agree to the terms of this License Agreement. If you are agreeing to be bound by this License Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this License Agreement.

### **3. SDK License**

According to the terms of this License Agreement, Sportradar grants you a limited, worldwide, royalty-free, non-assignable and non-exclusive license to use the SDK solely according to the terms set out below. 3.2 You agree that Sportradar or third parties own all legal right, title and interest in and to the SDK, including any Intellectual Property Rights that subsist in the SDK. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Sportradar reserves all rights not expressly granted to you. 3.3 You may not use the SDK for any purpose not expressly permitted by this Agreement. Except to the extent required by applicable third party licenses, you may not: (a) copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the SDK or any part of the SDK; or (b) load any part of the SDK onto a mobile handset or any other hardware device except a personal computer, combine any part of the SDK with other software, or distribute any software or device incorporating a part of the SDK. 3.4 You agree that you will not take any actions that may cause or result in the fragmentation of Sportradar’s software, including but not limited to distributing, participating in the creation of, or promoting in any way a software development kit derived from the SDK. 3.5 Use, reproduction and distribution of components of the SDK licensed under an open source software license are governed solely by the terms of that open source software license and not this License Agreement. 3.6 You agree that the form and nature of the SDK that Sportradar provides may change without prior notice to you and that future versions of the SDK may be incompatible with applications developed on previous versions of the SDK. You agree that Sportradar may stop (permanently or temporarily) providing the SDK (or any features within the SDK) to you or to users generally at Sportradar's sole discretion, without prior notice to you. 3.7 Nothing in this License Agreement gives you a right to use any of Sportradar's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. 3.8 You agree

that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.

#### **4. How the SDK may be used by you**

You agree to use the SDK and write applications only for purposes that are permitted by (a) this Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Switzerland or other relevant countries). 4.2 You agree that if you use the SDK to develop applications for general public users, you will protect the privacy and legal rights of those users. If the users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application, and you must provide legally adequate privacy notice and protection for those users. If your application stores personal or sensitive information provided by users, it must do so securely. 4.3 You agree that you will not engage in any activity with the SDK, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Sportradar or any mobile communications carrier. 4.4 You agree that you are solely responsible for (and that Sportradar has no responsibility to you or to any third party for) any data, content, or resources that you create, transmit or display through Sportradar's software and/or applications for Sportradar's software and for the consequences of your actions (including any loss or damage which Sportradar may suffer) by doing so.

#### **5. Credentials of the developer**

You agree that you are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by Sportradar or which you may choose yourself and that you will be solely responsible for all applications that are developed under your developer credentials.

#### **6. Privacy and Information**

In order to continually innovate and improve the SDK, Sportradar may collect certain usage statistics from the software including but not limited to a unique identifier, version number of the software, associated IP address, and information on which tools and/or services in the SDK are being used and how they are being used. The data collected is examined in the aggregate to improve the SDK and is maintained in accordance with Sportradar's Privacy Policy.

#### **7. Applications from third parties**

If you use the SDK to run applications developed by a third party or that access data, content or resources provided by a third party, you agree that Sportradar is not responsible for those applications, data, content, or resources and that Sportradar is not liable for any loss or damage that you may experience as a result of the use or access of any of those third party applications, data, content, or resources. 7.2 You should be aware the data, content, and resources presented to you through such a third party application may be protected by intellectual property rights which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on these data, content, or resources (either in whole or in part) unless you have been specifically given permission to do so by the relevant owners. 7.3 You acknowledge that your use of such third party applications, data, content, or resources may be subject to separate terms between you and the relevant third party. In that case, this License Agreement does not affect your legal relationship with these third parties.

## **8. Using the SDK**

If you use any API to retrieve data from Sportradar, you acknowledge that the data may be protected by intellectual property rights which are owned by Sportradar or those parties that provide the data (or by other persons or companies on their behalf). Your use of any such API may be subject to additional Terms of Service. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this data (either in whole or in part) unless allowed by the relevant Terms of Service. 8.2 If you use any API to retrieve a user's data from Sportradar, you acknowledge and agree that you shall retrieve data only with the user's explicit consent and only when, and for the limited purposes for which, the user has given you permission to do so.

## **9. Termination**

Sportradar may terminate this agreement immediately if you breach any of its terms. Sections 5, 7, 8, 10, 11, 12, 13 will survive any termination of this agreement. Upon termination of this agreement, you will cease all use and distribution of the SDK and return to Sportradar or destroy (with written confirmation of destruction) the SDK promptly at Sportradar's request, together with any copies thereof.

## **10. Exclusion of liability**

To the fullest extent permitted by law, neither Sportradar, nor any of its Affiliates, nor the Sportradar's software or data providers, agents, subcontractors or auxiliaries shall be liable to the Customer or to any clients of the Customer for any direct damages or loss or any loss of profit as well as a loss of turnover, data, business or goodwill or for any indirect or consequential damages or loss or special damages arising in connection with the SDK (in each case whether arising from negligence, breach of contract, equity, statute, tort or otherwise) even if Sportradar has been notified of the possibility of such damage or loss, including (but not limited to): any loss or damage which the Customer may incur as a result of the SDK failing to be wholly accurate, complete, reliable, accessible or otherwise as a result of any breach or non-performance of this Agreement; or any loss or damage resulting from claims brought by any client of the Customer.

## **11. Indemnification**

To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Sportradar, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all direct or indirect losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from (a) your use of the SDK, (b) any application you develop on the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with this License Agreement.

## **12. Miscellaneous**

**12.1** Sportradar may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, Sportradar will make a new version of the License Agreement available on the website where the SDK is made available.

**12.2** This Agreement contains the entire agreement between the Parties in respect of the subject matter hereof and supersedes and cancels all previous agreements, negotiations, commitments and writings between the parties hereto in respect of the subject matter hereof.

**12.3** Any amendment of or modification to this Agreement shall be made in writing (including any amendment or modification of this clause). The Parties agree with binding effect that oral side

agreements shall not be concluded, unless they are confirmed in writing. Any waiver by the Parties of this written form requirement shall be subject to form requirements.

**12.4** Neither Party may assign to any third Party, transfer nor otherwise dispose of this Agreement nor any obligation with respect thereto without the prior written consent of the other Party, provided, however, that Sportradar may transfer and assign any or all of its rights and obligations hereunder to any Affiliate of Sportradar without the consent of the Customer. Any purported or attempted assignment in violation of this paragraph shall be null and void.

**12.5** If any term hereof is invalid or ineffective, this shall not affect the validity of the remaining terms hereof. The invalid or ineffective term shall be reasonably replaced by a term that most closely reflects the intended purpose of the Agreement. The same applies in case of any gap and as regards the interpretation hereof.

**12.6** This agreement shall be governed by and construed in accordance with Swiss law. Exclusive place of jurisdiction shall be St. Gallen, Switzerland..

**12.7** Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorize either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**12.8** Open source libraries used by the SDK:

Unity (released under Apache License Version 2.0, <https://opensource.org/licenses/Apache-2.0>),

CommonServiceLocator (released under the Microsoft Public License (Ms-PL),

<http://commonservicelocator.codeplex.com/license>), Log4Net (released under Apache License 2.0,

<http://logging.apache.org/log4net/license.html>), Metrics.NET(released under Apache License 2.0,

<https://github.com/Recognos/Metrics.NET/blob/master/LICENSE>), Newtonsoft.Json (released under

MIT License, <https://raw.githubusercontent.com/JamesNK/Newtonsoft.Json/master/LICENSE.md>),

RabbitMQ.Client (dual licensed under Apache License 2.0 and the Mozilla Public License v1.1,

<http://www.rabbitmq.com/dotnet.html>),

