

# MASTER SUBSCRIPTION AGREEMENT ADDENDUM A

## *Enhanced Service Commitments and Compliance Provisions*

<b>Version:</b>	1.0
<b>Effective Date:</b>	02/16/2026
<b>URL:</b>	<a href="https://sportsgravy.com/legal/msa-addendum-a">sportsgravy.com/legal/msa-addendum-a</a>

This Addendum A ("**Addendum**") supplements and amends the Master Subscription Agreement ("**MSA**") between SportsGravy LLC ("**SportsGravy**") and the Customer identified in the applicable Order Form. This Addendum is incorporated into and forms part of the MSA.

**Applicability:** This Addendum applies to all Customers unless otherwise specified in the Order Form. Certain provisions (such as enhanced SLA tiers) may require additional fees as specified in the Order Form.

In the event of any conflict between this Addendum and the MSA, this Addendum shall control.

## SECTION 1: SERVICE LEVEL AGREEMENT (SLA)

### 1.1 Definitions

"**Downtime**" means any period during which the Platform is unavailable to Customer, as measured by SportsGravy's monitoring systems. Downtime excludes: (a) Scheduled Maintenance; (b) factors outside SportsGravy's control; (c) Customer-caused issues; (d) Beta Services; (e) denial-of-service attacks.

"**Monthly Uptime Percentage**" means total minutes in a month minus Downtime minutes, divided by total minutes, expressed as a percentage.

"**Scheduled Maintenance**" means planned maintenance with at least 48 hours' advance notice, performed during Maintenance Windows (Sundays 2-6 AM ET or weekdays 2-4 AM ET) whenever practicable.

### 1.2 Uptime Commitment

Service Tier	Uptime Commitment	Included In
Standard	99.5%	All packages
Enhanced	99.9%	Professional, Enterprise
Mission Critical	99.95%	Enterprise (dedicated)

### 1.3 Service Credits

Monthly Uptime %	Service Credit (% of Monthly Fee)
99.0% – < Commitment	10%
98.0% – < 99.0%	25%
95.0% – < 98.0%	50%
< 95.0%	100%

Customer must request Service Credits in writing within 30 days of the affected month. Credits are Customer's sole remedy for uptime failures.

### 1.4 Support Response Times

Severity	Definition	Standard	Enhanced
<b>Critical (S1)</b>	Platform unavailable	1 hour	30 min
<b>High (S2)</b>	Major functionality impaired	4 hours	2 hours
<b>Medium (S3)</b>	Functionality impaired, workaround available	8 bus. hrs	4 bus. hrs
<b>Low (S4)</b>	Minor issue, general questions	2 bus. days	1 bus. day

## SECTION 2: INSURANCE REQUIREMENTS

### 2.1 SportsGravy Insurance

SportsGravy shall maintain the following insurance coverage throughout the Term:

Coverage Type	Minimum Limit
Commercial General Liability	\$1M per occurrence / \$2M aggregate
Professional Liability / E&O	\$2M per claim / \$2M aggregate
Cyber Liability / Data Breach	\$2M per claim / \$2M aggregate
Workers' Compensation	Statutory limits
Umbrella / Excess Liability	\$5M

### 2.2 Insurance Requirements

- (a) All insurance from carriers rated A- (VII) or better by A.M. Best;
- (b) Upon request, SportsGravy shall add Customer as additional insured on CGL and Umbrella policies;
- (c) Upon request (once per year), SportsGravy shall provide certificates of insurance;
- (d) SportsGravy shall provide 30 days' notice of cancellation or material reduction.

## SECTION 3: ACCESSIBILITY COMMITMENT

### 3.1 Accessibility Standards

SportsGravy shall:

- (a) **Conformance Target:** Use commercially reasonable efforts to conform the Platform to WCAG 2.1 Level AA;
- (b) **Ongoing Improvement:** Continuously improve accessibility as part of regular development;
- (c) **Accessibility Statement:** Maintain a public accessibility statement at [sportsgravy.com/accessibility](https://sportsgravy.com/accessibility);
- (d) **Third Party Audit:** Conduct independent accessibility audit at least every 24 months.

### 3.2 Customer Responsibilities

Customer is responsible for ensuring Customer Content includes appropriate accessibility features (alt text for images, captions for videos).

## SECTION 4: PERSONNEL AND BACKGROUND CHECKS

### 4.1 Background Check Requirement

SportsGravy shall conduct criminal background checks on all employees and contractors, who have access to Member Data, Children's Personal Information, or administrative access to the Platform.

#### Screening Scope:

- Social Security number verification
- National criminal database search
- Sex offender registry search (all jurisdictions)
- Employment verification (prior 2 employers or 5 years)

#### Disqualifying Offenses:

- Any offense involving children
- Sexual offenses
- Violent felonies (past 10 years)
- Fraud or identity theft (past 7 years)

### 4.2 Personnel Training

SportsGravy shall provide mandatory annual training on: COPPA compliance, data protection, recognizing and reporting suspected child exploitation, and security awareness.

## SECTION 5: CHILD SAFETY AND REPORTING OBLIGATIONS

### 5.1 CSAM Policy

**SportsGravy maintains a ZERO TOLERANCE policy regarding child sexual abuse material (CSAM).**

SportsGravy shall:

- (a) **Detection:** Implement technical measures to detect known CSAM using hash matching technology;
- (b) **Reporting:** Report apparent CSAM to NCMEC CyberTipline as required by 18 U.S.C. § 2258A;
- (c) **Preservation:** Preserve evidence for at least 90 days;
- (d) **Account Action:** Immediately suspend associated accounts and cooperate with law enforcement.

### 5.2 Cooperation with Law Enforcement

SportsGravy shall cooperate with law enforcement investigating crimes against children, including responding to valid legal process and providing emergency disclosure when there is imminent risk to a child.

### 5.3 Grooming Prevention

Platform safeguards include: parental visibility of all minor communications, adult-to-child connection approvals, content moderation, and suspicious activity monitoring.

## SECTION 6: DISASTER RECOVERY AND BUSINESS CONTINUITY

### 6.1 Disaster Recovery Commitments

Metric	Standard Tier	Enhanced Tier
Recovery Point Objective (RPO)	24 hours	4 hours
Recovery Time Objective (RTO)	24 hours	8 hours
Backup Frequency	Daily	Every 4 hours
Backup Retention	30 days	90 days
Geographic Redundancy	Single region, multi-AZ	Multi-region

### 6.2 Business Continuity

SportsGravy maintains a documented Business Continuity Plan (BCP), tested annually. Post incident reports provided for Critical outages exceeding 4 hours.

## SECTION 7: DATA RESIDENCY

### 7.1 Primary Data Location

Customer Content is stored and processed in the United States.

### 7.2 Data Residency Commitment

SportsGravy shall not transfer or store Customer Content outside the United States without Customer's prior written consent, except for transient CDN processing and as required by valid legal process.

## SECTION 8: TRANSITION ASSISTANCE

### 8.1 Data Export

Upon termination:

- (a) **Export Window:** 30 days (60 days for Enterprise);
- (b) **Export Format:** CSV, JSON, or XML for structured data; original format for media;
- (c) **Bulk Export:** Self-service bulk export tool or API access provided.

### 8.2 Migration Assistance

Additional migration assistance available under separate Statement of Work at SportsGravy's professional services rates.

## SECTION 9: ENHANCED LIABILITY PROVISIONS

### 9.1 Amended Liability Cap

**Section 13.2 of the MSA is amended. The liability cap shall be the greater of: (a) Fees paid during the 12 months preceding the claim; or (b) TWENTY FIVE THOUSAND DOLLARS (\$25,000).**

### 9.2 Additional Excluded Claims

The liability limitations do not apply to:

- (a) SportsGravy's breach of Child Safety obligations (Section 5);
- (b) Security breach resulting in disclosure of Children's Personal Information;
- (c) Failure to maintain required insurance coverage.

## SECTION 10: COMPLIANCE CERTIFICATIONS

### 10.1 Annual Certification

Upon request (once per year), SportsGravy shall certify compliance with: background checks, personnel training, CSAM reporting, insurance, and DR testing.

### 10.2 Third-Party Audits

Certification	Status
SOC 2 Type II (via Payment Processor)	Validated
PCI-DSS (via Payment Processor)	Validated

## **SECTION 11: GENERAL PROVISIONS**

### **11.1 Survival**

Sections 2 (Insurance), 5 (Child Safety), 8 (Transition Assistance), and 9 (Enhanced Liability) survive termination.

### **11.2 Order of Precedence (Updated)**

The order of precedence is amended as follows:

1. The Order Form
2. This Addendum A
3. The Data Processing Addendum (DPA)
4. The Master Subscription Agreement (MSA)
5. The Documentation

---

**END OF ADDENDUM A**

---

*Version 1.0 | Enhanced Service Commitments | 02/16/2026*