

# MASTER SUBSCRIPTION AGREEMENT

## SportsGravy Platform: Sports Organizations

<b>Version:</b>	1.0
<b>Effective Date:</b>	02/16/2026
<b>URL:</b>	sportsgravy.com/legal/msa

This Master Subscription Agreement ("**Agreement**" or "**MSA**") is entered into by and between SportsGravy LLC, a Minnesota limited liability company ("**SportsGravy**," "**we**," "**us**," or "**our**"), and the organization identified in the applicable Order Form ("**Customer**," "**you**," or "**your**"). This Agreement governs Customer's access to and use of the SportsGravy platform and services.

**BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you are entering into this Agreement on behalf of an organization, you represent and warrant that you have the authority to bind that organization to this Agreement.**

## ARTICLE 1: DEFINITIONS

**1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests.**

**1.2 "Authorized Users" means Customer's employees, volunteers, coaches, administrators, and other individuals authorized by Customer to access and use the Services on Customer's behalf.**

**1.3 "Children's Personal Information" means personal information collected from a child under the age of thirteen (13), as defined under the Children's Online Privacy Protection Act ("COPPA").**

**1.4 "COPPA" means the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§ 6501–6506) and its implementing regulations (16 C.F.R. Part 312), as amended from time to time.**

**1.5 "Customer Content" means any data, information, text, images, video, audio, or other materials that Customer or its Authorized Users upload, submit, post, or transmit through the Services, including Member Data.**

**1.6 "Data Processing Addendum" or "DPA" means the data processing addendum attached to or referenced in the Order Form, which governs the processing of personal data.**

**1.7 "Documentation" means the user guides, help files, and other technical documentation provided by SportsGravy describing the features and functionality of the Services.**

**1.8 "Effective Date" means the date the Order Form is executed by both parties, or if the Order Form is executed by Customer only, the date Customer executes the Order Form.**

**1.9 "Fees" means the amounts payable by Customer to SportsGravy as set forth in the Order Form.**

**1.10 "Initial Term" means the initial subscription period specified in the Order Form.**

**1.11 "Intellectual Property Rights"** means all patent rights, copyright rights, moral rights, trademark rights, trade secret rights, and any other intellectual property rights recognized in any jurisdiction worldwide.

**1.12 "Member"** means any individual who is registered to participate in Customer's programs, teams, or activities, including athletes, players, and family members.

**1.13 "Member Data"** means personal information relating to Members that is collected, processed, or stored through the Services.

**1.14 "Minor User"** means any user of the Services who is under the age of eighteen (18), or under the age of majority in their jurisdiction of residence if greater than eighteen.

**1.15 "Order Form"** means the ordering document executed by Customer that specifies the Services to be provided, the Fees, the Term, and other commercial terms, and which incorporates this Agreement by reference.

**1.16 "Parent"** means a parent or legal guardian of a Minor User.

**1.17 "Payment Processor"** means the third-party payment processing service provider engaged by SportsGravy to process payments, currently WorldPay-Payrix or its affiliates.

**1.18 "Platform"** means the SportsGravy software-as-a-service platform, including the web application, mobile applications, and associated infrastructure.

**1.19 "Renewal Term"** means each successive subscription period following the Initial Term, as specified in the Order Form.

**1.20 "Services"** means the SportsGravy platform features and functionality specified in the Order Form, including any related support services.

**1.21 "Sponsor"** means a third party that provides financial or in-kind support to Customer and whose branding, logos, or advertisements may be displayed through the Services.

**1.22 "Sub-Merchant Account"** means a payment processing account established in Customer's name through the Payment Processor, enabling Customer to collect payments from Members and other third parties.

**1.23 "Subscription Term" or "Term"** means the Initial Term and any Renewal Terms.

**1.24 "Third-Party Services"** means third-party applications, services, or integrations that interoperate with the Services but are not provided by SportsGravy.

**1.25 "User Account"** means an individual account created for an Authorized User or Member to access the Services.

## ARTICLE 2: SERVICES AND GRANT OF RIGHTS

### 2.1 Services

Subject to the terms of this Agreement and Customer's payment of Fees, SportsGravy will provide Customer with access to the Services specified in the Order Form during the Subscription Term. The Services may include, depending on Customer's selections:

**(a) Team / Training Program Management.** Tools for organizing teams/ training programs, rosters, schedules, and communications.

**(b) Registration.** Online registration and enrollment functionality for Members.

**(c) Social Features.** Social networking functionality enabling communication and interaction among Authorized Users and Members.

**(d) Livestreaming.** Live video streaming and replay functionality for events, subject to Section 10.

**(e) Website Builder.** Tools for creating and hosting Customer's organization website.

**(f) Payment Processing.** Sub-Merchant Account functionality enabling Customer to collect payments, subject to Section 6.

**(g) Sponsor and Advertising Tools.** Functionality for displaying Sponsor content and advertisements, subject to Section 9.

**(h) Mobile Application.** Access to the SportsGravy mobile application for iOS and Android devices.

**(i) Other Services.** Any additional services specified in the Order Form.

## 2.2 License Grant to Customer

Subject to the terms of this Agreement, SportsGravy grants Customer a non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to:

(a) Access and use the Services for Customer's internal business purposes in connection with Customer's sports, recreational, or organizational activities;

(b) Permit Authorized Users and Members to access and use the Services in accordance with this Agreement;

(c) Use the Documentation in connection with authorized use of the Services.

## 2.3 License Restrictions

Customer shall not, and shall not permit any third party to:

(a) Copy, modify, or create derivative works of the Services or Documentation;

(b) Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Services;

(c) Sell, resell, license, sublicense, distribute, rent, or lease the Services to any third party;

(d) Use the Services to provide services to third parties (e.g., as a service bureau) without SportsGravy's prior written consent;

(e) Access the Services in order to build a competitive product or service;

(f) Remove or obscure any proprietary notices in the Services or Documentation;

(g) Use the Services in violation of applicable law;

(h) Interfere with or disrupt the integrity or performance of the Services;

(i) Attempt to gain unauthorized access to the Services or related systems.

## 2.4 Service Modifications

SportsGravy may modify the Services from time to time, provided that such modifications do not materially diminish the core functionality of the Services during the Subscription Term. SportsGravy will provide reasonable advance notice of material changes.

## 2.5 Beta Services

SportsGravy may offer access to beta or pre-release features ("Beta Services"). Beta Services are provided "AS IS" without warranty or indemnification. SportsGravy may discontinue Beta Services at any time without notice.

## **ARTICLE 3: CUSTOMER ACCOUNTS AND ACCESS**

### **3.1 Account Registration**

Customer is responsible for ensuring that all information provided during account registration is accurate, complete, and current. Customer shall promptly update account information as necessary.

### **3.2 User Accounts**

Customer may create User Accounts for Authorized Users and Members. Customer is responsible for:

- (a) Determining who is authorized to access the Services on Customer's behalf;
- (b) Ensuring that Authorized Users comply with this Agreement;
- (c) Managing User Account credentials and access permissions;
- (d) Promptly disabling User Accounts when access is no longer authorized.

### **3.3 Account Security**

Customer is responsible for maintaining the confidentiality of all User Account credentials and for all activities that occur under Customer's accounts. Customer shall:

- (a) Implement reasonable security measures to prevent unauthorized access;
- (b) Notify SportsGravy immediately upon discovery of any unauthorized use or security breach;
- (c) Not share User Account credentials among multiple individuals.

### **3.4 Administrator Access**

Customer shall designate one or more administrators who will have elevated access to manage Customer's account, User Accounts, and settings. Customer is responsible for all actions taken by its administrators.

## **ARTICLE 4: CUSTOMER RESPONSIBILITIES**

### **4.1 Compliance with Laws**

Customer shall use the Services in compliance with all applicable federal, state, and local laws, rules, and regulations, including without limitation:

- (a) COPPA and other child privacy laws;
- (b) State consumer protection laws;
- (c) Anti-spam laws (CAN-SPAM, TCPA);
- (d) Data protection and privacy laws applicable to Customer's jurisdiction.

### **4.2 Customer Content**

Customer is solely responsible for Customer Content, including:

- (a) The accuracy, quality, and legality of Customer Content;
- (b) Obtaining all necessary rights, licenses, and consents to upload and use Customer Content;

- (c) Ensuring Customer Content does not infringe third party rights;
- (d) Ensuring Customer Content does not violate applicable law.

#### **4.3 Member Communications**

Customer is responsible for communications sent to Members through the Services, including obtaining any required consents for electronic communications.

#### **4.4 Cooperation**

Customer shall provide reasonable cooperation and information as necessary for SportsGravy to provide the Services, including timely responses to support requests and access to Customer Systems as required for integration.

### **ARTICLE 5: MINOR USERS AND COPPA COMPLIANCE**

#### **5.1 COPPA Acknowledgment**

Customer acknowledges that the Services may be used by Minor Users, including children under the age of thirteen (13). **Customer understands that COPPA imposes obligations on operators of websites and online services that collect personal information from children under 13.**

#### **5.2 Customer's Role**

When Customer invites Members, who are minors, to use the Services in connection with Customer's organization:

- (a) **Customer acts as an intermediary** between SportsGravy and the minor's Parent;
- (b) **Customer is responsible** for obtaining verifiable parental consent or ensuring that Parents directly provide consent to SportsGravy before a child under 13 can create a User Account or provide personal information;
- (c) **Customer shall not** invite children under 13 to use the Services without first ensuring appropriate parental consent mechanisms are in place.

#### **5.3 SportsGravy's COPPA Compliance**

SportsGravy maintains COPPA-compliant processes for collecting personal information from children under 13 when such children access the Services directly. These processes include:

- (a) Parental notice regarding data collection practices;
- (b) Verifiable parental consent before collecting Children's Personal Information;
- (c) Parental access to and control over Children's Personal Information;
- (d) Data minimization and retention limits.

#### **5.4 Parent/Child Functionality**

The Services include functionality designed to protect Minor Users:

- (a) **Parental Controls.** Parents may control their child's account settings, connections, and permissions;
- (b) **Parental Approval.** Certain actions by Minor Users may require parental approval;
- (c) **Content Sharing.** Content shared with Minor Users is also visible to their linked Parents;

**(d) Connection Notifications.** Parents receive notifications regarding their child's connections and activities.

### **5.5 Age Transitions**

When a Minor User reaches the age of majority (18), parental controls and content sharing features associated with their account will be deactivated automatically.

### **5.6 Customer Representations**

Customer represents and warrants that:

- (a) Customer will cooperate with SportsGravy's COPPA compliance efforts;
- (b) Customer will not circumvent or disable parental controls or consent mechanisms;
- (c) Customer will promptly notify SportsGravy of any concerns regarding Minor Users' use of the Services;
- (d) Customer will comply with all applicable laws regarding minors' participation in Customer's programs.

## ARTICLE 6: PAYMENT TERMS

### 6.1 Fees

Customer shall pay all Fees specified in the Order Form in accordance with the payment terms stated therein. Unless otherwise specified:

- (a) Fees are quoted and payable in United States dollars;
- (b) Fees are due within thirty (30) days of invoice date;
- (c) Fees are non-refundable except as expressly provided in this Agreement.

### 6.2 Subscription Fees

If Customer has selected subscription-based Services, subscription Fees are due as specified in the Order Form (e.g., annually, monthly). Subscription Fees are based on the Services selected and are not dependent on actual usage.

### 6.3 Sub-Merchant Account

If Customer elects to use payment processing functionality:

- (a) **Account Establishment.** SportsGravy will facilitate establishment of a Sub-Merchant Account through the Payment Processor. Customer must complete the Payment Processor's application and verification process.
- (b) **Payment Processor Agreement.** Customer's use of the Sub-Merchant Account is subject to the Payment Processor's terms of service, which Customer must accept directly with the Payment Processor.
- (c) **Transaction Fees.** The Payment Processor will deduct transaction fees from Customer's proceeds as specified in the Payment Processor's fee schedule.
- (d) **SportsGravy Fees.** In addition to Payment Processor fees, SportsGravy may charge platform fees for payment processing functionality as specified in the Order Form.
- (e) **Chargebacks and Disputes.** Customer is responsible for all chargebacks, disputes, and refunds associated with transactions processed through Customer's Sub-Merchant Account.
- (f) **Compliance.** Customer shall comply with all Payment Card Industry Data Security Standards ("PCI-DSS") requirements applicable to its use of the Sub-Merchant Account.

### 6.4 Payment Plans and Fee Splits

If Customer offers payment plans or fee split functionality to Members:

- (a) Additional platform fees may apply as specified in the Order Form;
- (b) Customer is responsible for communicating payment terms to Members;
- (c) Customer bears the risk of non-payment by Members.

### 6.5 Third-Party Rate Changes

Fees may be subject to adjustment to reflect changes in third-party costs, including:

- (a) Payment Processor transaction fees;
- (b) Communication service fees (SMS, email);
- (c) Hosting and infrastructure costs;

(d) Other third party service fees.

SportsGravy will provide at least thirty (30) days' advance notice of fee adjustments attributable to third party rate changes. Such adjustments will take effect on the first day of the next billing period following the notice period.

## **6.6 Taxes**

Fees do not include taxes. Customer is responsible for all applicable taxes, including sales tax, use tax, value-added tax, and similar taxes, excluding taxes based on SportsGravy's net income.

## **6.7 Late Payments**

If Customer fails to pay Fees when due:

- (a) SportsGravy may charge interest at the rate of one percent (1%) per month (or the maximum rate permitted by law, if less) on overdue amounts;
- (b) SportsGravy may suspend Customer's access to the Services upon fifteen (15) days' written notice if payment remains outstanding;
- (c) Customer shall reimburse SportsGravy for reasonable collection costs, including attorneys' fees.

## **6.8 Fee Disputes**

Customer must notify SportsGravy in writing of any Fee dispute within thirty (30) days of the invoice date. Customer shall pay undisputed amounts when due. The parties shall work in good faith to resolve disputes.

# **ARTICLE 7: DATA PROTECTION AND SECURITY**

## **7.1 Data Processing Addendum**

The Data Processing Addendum attached to or referenced in the Order Form is incorporated herein by reference and governs the processing of personal data in connection with the Services.

## **7.2 Customer Data Ownership**

As between SportsGravy and Customer, Customer owns all right, title, and interest in Customer Content, including Member Data. SportsGravy acquires no ownership rights in Customer Content.

## **7.3 License to Customer Data**

Customer grants SportsGravy a non-exclusive, worldwide license to host, copy, transmit, display, and process Customer Content solely as necessary to provide the Services and as otherwise described in this Agreement and the Privacy Policy.

## **7.4 Data Security**

SportsGravy shall implement and maintain reasonable administrative, technical, and physical safeguards designed to:

- (a) Protect the security and confidentiality of Customer Content;
- (b) Protect against anticipated threats or hazards to Customer Content;
- (c) Protect against unauthorized access to or use of Customer Content.

## **7.5 Security Breach Notification**

In the event of a security breach affecting Customer Content, SportsGravy shall:

- (a) Notify Customer within seventy two (72) hours of discovery;
- (b) Investigate the breach and take reasonable steps to mitigate harm;
- (c) Cooperate with Customer's reasonable requests for information regarding the breach;
- (d) Provide information sufficient for Customer to comply with applicable breach notification laws.

### **7.6 Sub-Processors**

SportsGravy uses third party sub-processors to assist in providing the Services. A list of current sub-processors is maintained in the DPA. SportsGravy will provide notice of material changes to sub-processors as described in the DPA.

### **7.7 Data Retention and Deletion**

Upon termination of this Agreement, SportsGravy shall:

- (a) Make Customer Content available for export for thirty (30) days following termination;
- (b) Delete Customer Content within ninety (90) days following termination, except as required to comply with legal obligations;
- (c) Provide written certification of deletion upon Customer's request.

### **7.8 Aggregated and De-Identified Data**

Notwithstanding the foregoing, SportsGravy may collect, use, and disclose aggregated or de-identified data derived from Customer's use of the Services for product improvement, analytics, benchmarking, and other lawful business purposes, provided such data does not identify Customer, any individual Member, or any Minor User.

## **ARTICLE 8: INTELLECTUAL PROPERTY**

### **8.1 SportsGravy Intellectual Property**

SportsGravy owns all right, title, and interest in and to the Services, Platform, Documentation, and all related Intellectual Property Rights, including all improvements, enhancements, and modifications thereto. This Agreement does not grant Customer any rights in SportsGravy's Intellectual Property except for the limited license rights expressly granted herein.

### **8.2 Customer Intellectual Property**

Customer retains all right, title, and interest in and to Customer Content and Customer's trademarks, logos, and other intellectual property that Customer provides in connection with the Services.

### **8.3 Feedback**

If Customer provides suggestions, ideas, or feedback regarding the Services ("Feedback"), SportsGravy may use such Feedback without restriction or compensation to Customer. Customer hereby assigns to SportsGravy all right, title, and interest in such Feedback.

### **8.4 Trademarks**

Neither party may use the other party's name, logo, or trademarks without prior written consent, except that:

- (a) SportsGravy may identify Customer as a customer in marketing materials;

(b) Customer may identify SportsGravy as the provider of the Services.

Either party may revoke this limited permission upon written notice.

## ARTICLE 9: ADVERTISING AND SPONSORS

### 9.1 Sponsor Tools

If Customer has selected advertising or sponsor functionality, Customer may use the Services to:

- (a) Upload and display Sponsor logos, banners, and promotional content;
- (b) Create and manage advertising campaigns;
- (c) Display Sponsor acknowledgments on Customer's organization pages.

### 9.2 Customer Responsibility for Sponsor Content

Customer is solely responsible for:

- (a) All Sponsor content uploaded or displayed through Customer's account;
- (b) Ensuring Sponsor content complies with applicable law;
- (c) Obtaining all necessary rights and permissions to display Sponsor content;
- (d) Compliance with FTC endorsement guidelines and advertising disclosure requirements;
- (e) Ensuring Sponsor content is appropriate for Minor Users who may view it.

### 9.3 Prohibited Sponsor Content

Customer shall not display Sponsor content that:

- (a) Promotes alcohol, tobacco, cannabis, gambling, or adult entertainment;
- (b) Is deceptive, misleading, or fraudulent;
- (c) Infringes third party intellectual property rights;
- (d) Violates applicable law;
- (e) Is otherwise inappropriate for Minor Users.

### 9.4 Advertising Revenue Sharing

If Customer participates in advertising revenue sharing:

- (a) Revenue Calculation.** Advertising revenue will be calculated based on impressions, clicks, or other metrics as specified in the Order Form or advertising program terms.
- (b) SportsGravy Fees.** SportsGravy will retain a platform fee as specified in the Order Form or advertising program terms.
- (c) Customer Proceeds.** Customer's share of advertising revenue will be deposited to Customer's designated account, less applicable transaction fees.
- (d) Invoicing.** For third party advertisers, SportsGravy may invoice advertisers on Customer's behalf.
- (e) Refunds.** Advertising refunds, if any, will be deducted from Customer's revenue share.

### 9.5 Tax Responsibility

**CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING AND FULFILLING ITS TAX OBLIGATIONS related to advertising revenue, including but not limited to: (a) income tax reporting and payment; (b) unrelated business income tax ("UBIT") if Customer is a tax exempt organization; (c) sales tax collection and remittance if applicable. SPORTSGRAVY DOES NOT PROVIDE TAX ADVICE. Customer should consult with its own tax advisors regarding the tax treatment of advertising revenue.**

## 9.6 Platform Advertising

SportsGravy may display its own advertising within the Services. Such platform advertising:

- (a) Will comply with COPPA requirements and will not be targeted based on Children's Personal Information;
- (b) Will be age appropriate for the Services' user base;
- (c) May be displayed in livestreams and other content as described in Section 10.

## ARTICLE 10: LIVESTREAMING

### 10.1 Livestreaming Services

If Customer has selected livestreaming functionality, Customer may use the Services to broadcast live video of Customer's events and activities.

### 10.2 Access Controls

Customer is responsible for configuring access controls for livestreams, including:

- (a) Determining whether streams are public, organization-only, or team-only;
- (b) Managing viewer permissions;
- (c) Moderating viewer comments and interactions.

### 10.3 Recordings and Replays

Livestreams may be recorded and made available as replays. Customer shall:

- (a) Determine retention periods for replay content;
- (b) Manage access to replay content;
- (c) Delete replay content upon request from individuals depicted therein, subject to Customer's policies.

### 10.4 Advertising in Livestreams

Advertising may be displayed during livestreams as follows:

- (a) **Customer Sponsor Ads.** If Customer has configured Sponsor advertisements, those advertisements may be displayed;
- (b) **Platform Ads.** If Customer has not configured Sponsor advertisements, SportsGravy may display platform advertisements;
- (c) **Default Ads.** SportsGravy may display brief platform promotional content at the beginning of streams.

### 10.5 Consent Requirements

**CUSTOMER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSENTS** from individuals who appear in livestreams, including:

- (a) Consent from adult participants;
- (b) Parental consent for Minor Users;
- (c) Consent for recording and replay;
- (d) Consent for advertising overlay or insertion.

SportsGravy provides a Media Release Form template that Customer may use, but Customer is responsible for implementing appropriate consent processes.

## 10.6 Content Standards

Customer shall ensure that livestream content:

- (a) Does not depict illegal activity;
- (b) Does not contain obscene, violent, or inappropriate material;
- (c) Complies with SportsGravy's Acceptable Use Policy;
- (d) Is appropriate for the expected audience, including Minor Users.

## 10.7 Takedown Rights

SportsGravy reserves the right to remove or disable access to livestream or replay content that violates this Agreement or applicable law.

# ARTICLE 11: THIRD PARTY SERVICES

## 11.1 Third Party Integrations

The Services may integrate with or enable access to Third Party Services. Customer's use of Third Party Services is subject to the applicable third party's terms of service.

## 11.2 No Endorsement

SportsGravy does not endorse, warrant, or assume responsibility for Third Party Services. SportsGravy is not liable for any damage or loss arising from Customer's use of Third Party Services.

## 11.3 Third Party Service Providers

The following third party service providers are integral to the Services:

- (a) Payment Processor (WorldPay-Payrix).** Customer's use of payment processing functionality is subject to the Payment Processor's terms of service.
- (b) Communication Services (Twilio, Sendgrid).** SMS and email communications are provided through third party services.
- (c) App Stores (Apple App Store, Google Play).** Mobile application access and in-app purchases are subject to app store terms.

## 11.4 Third Party Rate Changes

Customer acknowledges that third party service providers may change their rates, which may result in adjustments to Fees as provided in Section 6.5.

## ARTICLE 12: WARRANTIES AND DISCLAIMERS

### 12.1 SportsGravy Warranties

SportsGravy warrants that:

- (a) The Services will perform materially in accordance with the Documentation during the Subscription Term;
- (b) SportsGravy will provide the Services in a professional and workmanlike manner;
- (c) SportsGravy has the right to grant the licenses set forth in this Agreement.

### 12.2 Warranty Remedy

If SportsGravy breaches the warranty in Section 12.1(a), SportsGravy will, at its option:

- (a) Repair or replace the non-conforming Services; or
- (b) If repair or replacement is not commercially reasonable, terminate the affected Services and refund prepaid Fees for the period following termination.

This remedy is Customer's exclusive remedy for breach of the warranty in Section 12.1(a).

### 12.3 Customer Warranties

Customer warrants that:

- (a) Customer has the authority to enter into this Agreement;
- (b) Customer's use of the Services will comply with applicable law;
- (c) Customer has obtained all necessary rights and consents to provide Customer Content;
- (d) Customer Content does not infringe third party rights.

### 12.4 Disclaimer of Warranties

**EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SPORTSGRAVY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (C) WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE; (D) WARRANTIES REGARDING THIRD PARTY SERVICES.**

### 12.5 Internet Disclaimer

Customer acknowledges that the Services are provided over the internet and public networks, which are inherently insecure. SportsGravy does not warrant that the Services will be free from viruses or other harmful components.

## ARTICLE 13: LIMITATION OF LIABILITY

### 13.1 Exclusion of Consequential Damages

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION: (A) LOSS OF PROFITS, REVENUE, OR BUSINESS; (B) LOSS OF DATA OR DATA USE; (C) LOSS OF GOODWILL; (D) BUSINESS INTERRUPTION; (E) COST OF SUBSTITUTE SERVICES; EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UPON WHICH A CLAIM IS BASED.**

### 13.2 Liability Cap

**EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) FIVE THOUSAND DOLLARS (\$5,000).**

### 13.3 Excluded Claims

The limitations in Sections 13.1 and 13.2 do not apply to:

- (a) Customer's payment obligations;
- (b) Either party's indemnification obligations;
- (c) Either party's breach of confidentiality obligations;
- (d) Customer's breach of the license restrictions in Section 2.3;
- (e) Liability arising from a party's gross negligence or willful misconduct;
- (f) Liability that cannot be limited by applicable law.

### 13.4 Basis of Bargain

The limitations and exclusions in this Article 13 reflect the allocation of risk between the parties and are an essential basis of the bargain between the parties. The Fees reflect this allocation of risk.

## ARTICLE 14: INDEMNIFICATION

### 14.1 SportsGravy Indemnification

SportsGravy shall defend, indemnify, and hold harmless Customer from and against any third party claim, action, or proceeding ("Claim") alleging that the Services, as provided by SportsGravy and used in accordance with this Agreement, infringe a third party's Intellectual Property Rights, and shall pay any damages finally awarded against Customer or any settlement amounts approved by SportsGravy.

**Exclusions.** SportsGravy's indemnification obligation does not apply to Claims arising from:

- (a) Customer Content;
- (b) Customer's modification of the Services;
- (c) Customer's combination of the Services with third party products or services;
- (d) Customer's use of the Services in violation of this Agreement;
- (e) Third Party Services.

**Remedies.** If the Services are, or in SportsGravy's opinion are likely to be, subject to an infringement Claim, SportsGravy may, at its option:

- (a) Obtain the right for Customer to continue using the Services;
- (b) Modify the Services to be non-infringing; or
- (c) Terminate the affected Services and refund prepaid Fees for the period following termination.

#### **14.2 Customer Indemnification**

Customer shall defend, indemnify, and hold harmless SportsGravy from and against any Claim arising from:

- (a) Customer Content;
- (b) Customer's breach of this Agreement;
- (c) Customer's violation of applicable law;
- (d) Customer's use of the Services;
- (e) Disputes between Customer and its Members;
- (f) Customer's failure to obtain required consents, including parental consents.

#### **14.3 Indemnification Procedures**

The indemnified party shall:

- (a) Provide prompt written notice of the Claim;
- (b) Grant the indemnifying party sole control of the defense and settlement;
- (c) Provide reasonable cooperation at the indemnifying party's expense.

The indemnified party may participate in the defense at its own expense. The indemnifying party shall not settle a Claim in a manner that admits liability or imposes obligations on the indemnified party without consent.

### **ARTICLE 15: TERM AND TERMINATION**

#### **15.1 Term**

This Agreement commences on the Effective Date and continues for the Subscription Term specified in the Order Form, unless earlier terminated in accordance with this Article 15.

#### **15.2 Renewal**

Unless otherwise specified in the Order Form:

- (a) The Subscription Term will automatically renew for successive Renewal Terms of the same duration as the Initial Term;
- (b) Either party may prevent renewal by providing written notice at least thirty (30) days before the end of the then-current Term;
- (c) Fees for Renewal Terms are subject to adjustment upon notice provided at least sixty (60) days before the Renewal Term.

#### **15.3 Termination for Cause**

Either party may terminate this Agreement:

**(a) Material Breach.** If the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice;

**(b) Insolvency.** If the other party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings.

#### **15.4 Termination for Convenience**

Customer may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that:

- (a) Customer shall pay all Fees for the remainder of the then-current Term;
- (b) No refund will be provided for prepaid Fees.

#### **15.5 Suspension**

SportsGravy may suspend Customer's access to the Services immediately upon notice if:

- (a) Customer's use of the Services poses a security risk;
- (b) Customer's use may adversely impact other customers;
- (c) Customer is in material breach of this Agreement;
- (d) Customer fails to pay Fees when due (subject to Section 6.7).

SportsGravy will restore access promptly upon resolution of the issue giving rise to suspension.

#### **15.6 Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) Customer's license to use the Services terminates immediately;
- (b) Customer shall cease all use of the Services;
- (c) Each party shall return or destroy the other party's Confidential Information;
- (d) SportsGravy shall make Customer Content available for export as provided in Section 7.7;
- (e) Sections that by their nature should survive termination shall survive, including Sections 1, 7.8, 8, 12.4, 13, 14, 15.6, and 16.

#### **15.7 Outstanding Fees**

Termination does not relieve Customer of the obligation to pay Fees accrued prior to termination.

### **ARTICLE 16: GENERAL PROVISIONS**

#### **16.1 Confidentiality**

Each party agrees to protect the other party's Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. Confidential Information may only be used for purposes of this Agreement and disclosed to employees and contractors with a need to know who are bound by confidentiality obligations.

#### **16.2 Governing Law**

This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws principles.

### 16.3 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved as follows:

- (a) **Informal Resolution.** The parties shall first attempt to resolve disputes through good faith negotiation for at least thirty (30) days.
- (b) **Arbitration.** If informal resolution fails, disputes shall be resolved by binding arbitration administered by a third party arbitration provider in accordance with its rules, except that either party may seek injunctive relief in any court of competent jurisdiction.
- (c) **Venue.** Arbitration shall take place in Minneapolis, Minnesota or at another location mutually agreed by the parties.

### 16.4 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, government actions, internet service failures, or third party service outages.

### 16.5 Assignment

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

### 16.6 Notices

All notices under this Agreement shall be in writing and delivered by email (with confirmation), personal delivery, or recognized overnight courier to the addresses specified in the Order Form.

### 16.7 Waiver

No waiver of any provision shall be effective unless in writing. Failure to enforce any provision shall not constitute a waiver.

### 16.8 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### 16.9 Entire Agreement

This Agreement, together with the Order Form, DPA, and any exhibits or addenda, constitutes the entire agreement between the parties and supersedes all prior agreements regarding its subject matter.

### 16.10 Order of Precedence

In the event of conflict, the order of precedence shall be:

- (a) The Order Form;
- (b) The Data Processing Addendum;
- (c) This Master Subscription Agreement;
- (d) The Documentation.

### 16.11 Amendments

This Agreement may be amended only by a written instrument signed by both parties. Notwithstanding the foregoing:

- (a) SportsGravy may update this Agreement from time to time for new customers;
- (b) For existing customers, material changes will take effect upon the next Renewal Term or thirty (30) days after notice, whichever is later.

#### **16.12 Independent Contractors**

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

#### **16.13 Third Party Beneficiaries**

This Agreement does not create any third party beneficiary rights.

#### **16.14 Export Compliance**

Customer shall comply with all applicable export control laws and regulations and shall not export or re-export the Services to prohibited countries or persons.

#### **16.15 Government Users**

If Customer is a government entity, additional terms may apply. Please contact SportsGravy for government-specific terms.

#### **16.16 Electronic Signatures**

This Agreement may be executed electronically. Electronic signatures shall have the same legal effect as original signatures.

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**END OF MASTER SUBSCRIPTION AGREEMENT**

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