

**ASSOCIATION OF SPORTS ANALYTICS PROFESSIONALS
PARTICIPATION AGREEMENT**

IMPORTANT! PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY CLICKING THE BUTTON BELOW THAT STATES “I ACCEPT THIS PARTICIPATION AGREEMENT”, YOU ACCEPT ALL TERMS OF THIS PARTICIPATION AGREEMENT, AND THIS PARTICIPATION AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU, FELLOW PARTICIPANTS AND THE ASSOCIATION OF SPORTS ANALYTICS PROFESSIONALS LLC.

1. Introduction.

1.1 Your participation in the activities of the Association of Sports Analytics Professionals (“ASAP”) is subject to the terms and conditions contained in this Participation Agreement (“Participation Agreement”) and such policies and procedures as may be adopted from time to time (“Policies and Procedures”). You must become a participant (“Participant”), as defined by the Participation Classes below, of ASAP pursuant to the terms and conditions of this Participation Agreement before you may participate and use the ASAP services. In consideration of being permitted to apply for access to ASAP services and attend ASAP events, you hereby agree to be bound by all the terms and conditions of this Participation Agreement and the Policies and Procedures. ASAP is managed, maintained and operated by the Association of Sports Analytics Professionals LLC, a Delaware limited liability company.

1.2 This Participation Agreement contains important information, including the following: (i) addressing prohibited conduct, (ii) outlining economic and other obligations that you agree to assume as a Participant in ASAP, and (iii) highlighting certain rights that we reserve so that we can ensure that your participation in ASAP will be beneficial to all Participants.

1.3 Once you read this entire Participation Agreement, if you agree to all of its terms, then click the box below that contains the words “I accept this Participation Agreement”. After you “accept” the terms of the Participation Agreement, you may proceed with paying your Participation Fees as described in Paragraph 5 below. It is your responsibility to read this Participation Agreement and keep apprised of any changes to it. We may update or modify this Participation Agreement at our sole discretion from time to time without prior notice to you. Any updates and modifications that we make to this Participation Agreement will be binding on you even if you choose not to read them. The updates and modifications will be binding on you from the time that we post them. You can terminate your participation in ASAP at any time if you do not agree with any updates or modifications to this Participation Agreement.

1.4 If you do not accept this Participation Agreement in its entirety, then you will not be granted the benefits of ASAP participation or be able to utilize Participant-only ASAP services.

2. ASAP Purpose. We have organized the ASAP to serve as a forum for a dedicated group of individuals and organizations committed to creating an industry standard for sharing and advancing groundbreaking sports industry research and innovation in theory and in practice.

3. Eligibility and Participation.

3.1 Participation in ASAP is offered to any for-profit corporation, nonprofit corporation, government organization, educational institution, individual or other enterprise supportive of ASAP's purposes and not otherwise prohibited by treaty, law or regulation from abiding by the terms of this Participation Agreement. All Participants are required to complete an enrollment process (the "ASAP Participant Application").

3.2 Your participation in ASAP may be terminated for any reason and at any time, without refund, reimbursement, or credit of your Participation Fees. Your participation is personal to you, and you shall not assign, sell, give, or otherwise transfer your participation to anyone else. Your participation in ASAP commences on the day that you complete the ASAP application process that is required to become a Participant or renew an existing participation agreement (including our receipt of applicable participation fees). Your participation will automatically expire at the end of its term, unless terminated earlier pursuant to this Participation Agreement. We may, in our sole discretion, decide to not to renew your participation.

3.3 Your participation in ASAP entitles you to certain benefits based on your participation class, for so long as you are a Participant in good standing. Participation in ASAP and utilization of ASAP services is contingent on the payment of all applicable fees and the observance of all terms and conditions of this Participation Agreement and other ASAP Policies and Procedures.

4. Participation Benefits.

4.1 ASAP shall have several classes of participation as defined below. No Participant shall execute more than one (1) participation agreement in ASAP. For purposes of this Participation Agreement, a Participant and its Affiliates shall be deemed one (1) Participant. "Affiliate" or "Affiliates" means any entity, now or hereafter, that is controlled by, under common control with or that controls the subject party. For purposes of this definition "control" means direct or indirect control of more than fifty percent (50%) of the voting power to elect board members of a corporation in the case of a corporate entity, or for any other entity, the power to direct management of such entity.

4.2 Except as expressly provided in or authorized by the applicable Participation Agreement, the Policies and Procedures or provisions of law, all Participants shall have the rights, privileges, restrictions and conditions established by ASAP.

4.3 Among the benefits anticipated to be afforded to Participants are:

- (a) The right to attend and participate in workshops and other events conducted by ASAP;
- (b) The right to participate, upon appointment, in the activities of Work Groups (as defined below);
- (c) The right to receive newsletters and review blogs from ASAP;
- (d) Access to job postings and ASAP's Buyer's Guide; and
- (e) The right to receive notifications for and the ability to listen to podcasts.

4.4 ASAP may conduct an annual meeting of Participants at such time and place as may be determined by Association of Sports Analytics Professionals LLC. Participants may attend the annual meetings, provided any fees or criteria established by ASAP are paid or met.

5. Fee and Payments. You agree to pay the relevant participation fee set forth below, and any

other charges incurred in connection with your participation in ASAP (“Participation Fees”) at the rates in effect when the charges were incurred. We will immediately bill all ASAP charges incurred by you. All fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, in our sole discretion by giving you notice in advance.

6. Current Participation Classes and Fees.

Participation Class	Annual Dues
Vendor	\$5,000
Practitioner	\$2,500 – 1-5 members \$3,750 – 6 – 15 members \$5,000 – 16 – 25 members
Individuals	\$195
Students	\$95

6.1 Vendors are those entities that sell or provide products or services to sports industry practitioners. Practitioners are those entities and organizations that are involved in the sports industry. Individuals are those professionals working in various industries that utilize sports analytics who may not otherwise have an affiliation with a particular entity or organization. Students are those individuals that are enrolled in an undergraduate or graduate level program. You may be asked to provide information to ASAP to confirm the appropriate Participation Class for you.

7. Work Groups and Advisory Board.

7.1 Work Groups (each a “Work Group” or collectively, “Work Groups”) or an advisory board (“Advisory Board”) may be established from time to time by the management of the Association of Sports Analytics Professionals LLC to further the purposes of ASAP and the services it will be providing to Participants. The management of the Association of Sports Analytics Professionals LLC will determine the scope and composition of the Work Groups and the Advisory Board, and will from time to time establish procedures for the selection of Participants to serve on a Work Group or the Advisory Board. Accordingly, the management of the Association of Sports Analytics Professionals LLC shall approve or disapprove the formation of each Work Group and shall provide timely notice of the formation and chairperson of each Work Group to all Participants as well as the then-current Work Group procedures which will govern the actions of such Work Group.

7.2 It is anticipated that Work Groups and the Advisory Board will hold regular meetings on a schedule as determined by such Work Group or the Advisory Board. The noticing of meetings and the governance thereof shall be subject to the procedures approved by the management of the Association of Sports Analytics Professionals LLC.

8. Representations.

8.1 YOU HEREBY REPRESENT, WARRANT, AND COVENANT TO THE OTHER PARTICIPANTS THAT HAVE ENTERED INTO THIS PARTICIPATION AGREEMENT (THE

“FELLOW PARTICIPANTS”) AND THE ASSOCIATION OF SPORTS ANALYTICS PROFESSIONALS LLC THAT:

- (a) All identifying information provided by you to ASAP is accurate;
- (b) Your application for participation in ASAP is made in good faith for the sole purpose of obtaining participation in ASAP services and participating in ASAP events, and not for any other purpose;
- (c) You are not a member of the Association of Sports Analytics Professionals LLC and do not become a member of the Association of Sports Analytics Professionals LLC as defined in and pursuant to the Delaware Limited Liability Company Act;
- (d) You have the authority to enter into this Participation Agreement; and
- (e) YOU ARE ENTERING INTO THIS PARTICIPATION AGREEMENT ON YOUR OWN BEHALF, OR ON BEHALF OF YOUR COMPANY OR ORGANIZATION, HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS PARTICIPATION AGREEMENT, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARTICIPATION AGREEMENT.

9. False Information. You must provide ASAP with accurate, complete, and updated information (the “Registration Information”). If you provide us with any Registration Information or other information that is not truthful, complete, or up-to-date, or if we have grounds to suspect that any of it is not truthful, complete, or up-to-date, then we may suspend, terminate, or take any other legal action with respect to you and/or your participation. The management of the Association of Sports Analytics Professionals LLC reserves the right to cancel or decline membership in the event the information supplied in connection with an application for membership (i) is false or materially misleading, or (ii) fails to disclose any information which, if in the sole opinion of the management of the Association of Sports Analytics Professionals LLC, had such information been disclosed at the time of application would have materially affected the eligibility of the applicant for participation. The management of the Association of Sports Analytics Professionals LLC also reserves the right to cancel or decline participation in the event any investigation reveals unacceptable background information.

10. Absolute Right to Suspend or Terminate Your Participation in ASAP

10.1 You may terminate this Participation Agreement and your right to use ASAP and its services at any time by sending such request to ASAP to: info@sportsanalyticsprofessionals.com or Association of Sports Analytics Professionals LLC, 401 Edgewater Place, Suite 600, Wakefield, MA 01880. Although you may terminate your right to use the ASAP services or information, your participation may not be cancelled (it may only expire), and you will not be entitled to any refund, reimbursement, or credit of your Participation Fees.

10.2 You agree that we, in our sole discretion, may deny you access to ASAP events and/or suspend or terminate your membership in ASAP, and your use of any or all of the services of ASAP, if we (i) believe in our sole discretion that you have violated this Participation Agreement, the Policies and Procedures or the ASAP Participant Application, or (ii) determine, in our sole discretion, that your continued participation is not in the best interests of ASAP and its other Participants. You agree that any termination of your access to ASAP under any provision of this Participation Agreement may be effected without prior notice. You also agree that we may immediately deactivate or delete your

account and all related information and files in your account and/or bar any further access to ASAP Further, you agree that we will not be liable to you or any third party for any termination of your access to ASAP

11. Antitrust. Participants understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations. Without limiting the generality of the foregoing, Participants acknowledge that ASAP prohibits any discussion on costs, prices, quantity or quality of production levels, methods or channels of distribution, markets, customers or any other topic that may be construed as a violation of antitrust laws. Accordingly, each Participant will counsel its representatives on the importance of limiting the scope of their discussions to the topics which relate to the purposes of ASAP, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

12. Release and Indemnity.

12.1 You agree to defend, indemnify, and hold the Association of Sports Analytics Professionals LLC, its members, managers, subsidiaries, Affiliates, officers, employees, agents, representatives, and the Fellow Participants and their subsidiaries, Affiliates, officers, employees, agents, representatives, harmless from all liabilities, losses, damages, costs, and expenses (including attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your participation in ASAP, your use of ASAP services or information, your attendance at any ASAP event, and/or your violation of this Participation Agreement or any law or the rights of any third party.

12.2 You hereby forever for yourself, your heirs, executors, administrators, subsidiaries, Affiliates, officers, employees, agents, and representatives absolve, release and waive any and all liability, claims or demands against, its members, managers, subsidiaries, Affiliates, officers, employees, agents, representatives, and each and every Fellow Participant which may arise out of, or be related to, any injury, damage or pecuniary loss by reason of such participation or participation in any ASAP event or service.

13. Limitation of Liability.

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASSOCIATION OF SPORTS ANALYTICS PROFESSIONALS LLC AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBSIDIARIES AND AFFILIATES (THE "ASAP PARTIES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTANGIBLE LOSSES, LOST PROFITS, OR LOST REVENUE, RESULTING FROM: (A) ANY USE OR INABILITY TO USE THE ASAP INFORMATION OR SERVICES; OR (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION OR MEMBERSHIP DATA. IF ANY OF THE ASAP PARTIES IS ADJUDGED TO BE LIABLE BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION TO YOU FOR ANY REASON WHATSOEVER, YOU AGREE AND UNDERSTAND THAT YOU MAY NOT RECOVER DAMAGES IN EXCESS OF THE AMOUNT OF PARTICIPATION FEES THAT YOU ACTUALLY PAID TO US DURING THE YEAR IN WHICH THE EVENT OCCURRED THAT GAVE RISE TO OUR LIABILITY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART

OF THIS PARTICIPATION AGREEMENT TO PROVIDE ASAP MEMBERSHIP TO YOU.

13.2 No Participant in ASAP shall be, as such, individually liable for the debts, liabilities, or obligations of the Association of Sports Analytics Professionals LLC.

14. Proprietary Rights.

14.1 ASAP, the ASAP ASSOCIATION OF SPORTS ANALYTICS PROFESSIONALS logos, the ASAP (Stylized) mark and all related trade names, trademarks and service marks, whether or not registered (collectively, the “Trademarks”) are owned by the Association of Sports Analytics Professionals LLC. Unauthorized use of any of the Trademarks may be a violation of domestic and/or foreign trademark laws

14.2 You acknowledge and agree that the ASAP website at www.sportsanalyticsprofessionals.com (the “Website”) and all content on the Website any software used in connection with the Website or any other software or other content offered for use by ASAP is owned by the Association of Sports Analytics Professionals LLC and is protected by applicable intellectual property laws and that ASAP grants you a limited, revocable, non-exclusive, non-transferable license to all such materials. You agree not to access the Website by any means other than through the interface that is provided by ASAP for use in accessing the Website or use the Website for any purpose inconsistent with the terms of this Participation Agreement. If you do not comply with the provisions of this Section 14, the Association of Sports Analytics Professionals LLC reserves the right, in addition to all rights at law and in equity, to immediately terminate your participation in ASAP without refund, reimbursement, or credit of any Participation Fees. You acknowledge that the Terms of Use, Privacy Policy, the Policies and Procedures, and any other policies and terms and conditions on the Website form a part of this Participation Agreement.

15. Emails. You understand that from time to time, ASAP may send you emails about ASAP events and you grant ASAP permission to contact you via email. At any time, you may opt-out of receiving emails from ASAP by contacting the Association of Sports Analytics Professionals LLC at info@sportsanalyticsprofessionals.com.

16. Consent to Jurisdiction; Jury Trial Waiver. You consent to the personal and exclusive jurisdiction of the Federal and Commonwealth courts sitting in the City of Boston, Massachusetts and waive any objection you may now or hereafter have to the venue of such proceeding in any such court or that such proceeding was brought in an inconvenient court. EACH PARTY WAIVES RIGHTS TO TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT. In addition, the Association of Sports Analytics Professionals LLC may obtain from any court of competent jurisdiction any injunctive, interim or provisional relief that may be necessary to protect the Association of Sports Analytics Professionals LLC or its rights or property.

17. Severability of Agreement; Conflict. If a court of competent jurisdiction determines that any provisions or conditions of this Participation Agreement are illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

18. Waiver. The failure of the Association of Sports Analytics Professionals LLC to insist upon strict adherence to any term of this Participation Agreement on one or more occasions shall not be considered to be a waiver or deprive the Association of Sports Analytics Professionals LLC of the right thereafter to insist upon strict adherence to such term or any other term of this Participation

Agreement. In order to be effective, any waiver must be in writing, signed by a duly authorized agent of the Association of Sports Analytics Professionals LLC and delivered to the Participant.

19. No Implied Joint Venture. This Participation Agreement does not create a joint venture, partnership or other form of business association between the Participant, ASAP, the Association of Sports Analytics Professionals LLC and/or the members of the Association of Sports Analytics Professionals LLC and no party has any right to create or assume any obligation on behalf of the other party. No party is a trustee for any other party and the Participant shall not, by reason of this Agreement and the transactions contemplated hereby or otherwise, be deemed to have any interest in any property now or hereafter owned or in the possession of ASAP or the Association of Sports Analytics Professionals LLC.

20. Governing Law and Miscellaneous. This Participation Agreement shall be governed by, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts (exclusive of the choice of law rules thereof). The Association of Sports Analytics Professionals LLC reserves the right to interpret the terms and conditions of this Participation Agreement, and the application thereof, in its sole and absolute discretion. This Participation Agreement, the Terms of Use, Privacy Policy, the Policies and Procedures and any other terms or policies posted on the Website and all documents incorporated by reference constitute the entire agreement between the Association of Sports Analytics Professionals LLC and you and Fellow Participants with respect to ASAP. Sections hereof that by their nature survive termination of this Participation Agreement shall survive termination of this Participation Agreement for any reason. No amendment to this Participation Agreement by you will be binding unless in writing signed by an authorized representative of the Association of Sports Analytics Professionals LLC.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING PARTICIPATION AGREEMENT AND UNDERSTAND IT. BY CLICKING THE “I ACCEPT THE PARTICIPATION AGREEMENT” BUTTON BELOW, YOU CERTIFY THAT YOU HAVE READ THIS PARTICIPATION AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS. BY CLICKING THE “I DECLINE THE PARTICIPATION AGREEMENT” BUTTON BELOW, YOU ARE REJECTING THIS PARTICIPATION AGREEMENT AND YOUR PARTICIPATION OR APPLICATION FOR PARTICIPATION IN THE ASAP AS APPLICABLE SHALL IMMEDIATELY TERMINATE.