

Research Program Participation Agreement
Last Revised: December 15, 2020

THIS IS AN AGREEMENT (THE “**AGREEMENT**”) MADE BY AND BETWEEN YOU AND SCORE MEDIA VENTURES INC. AND ITS AFFILIATES (COLLECTIVELY “**THESCORE**”) CONCERNING YOUR PARTICIPATION IN THE RESEARCH PROGRAM (THE “**RESEARCH PROGRAM**”) AND YOUR ACCESS TO AND USE OF CERTAIN PRE-RELEASE PRODUCTS, FEATURES, SOFTWARE, APPLICATIONS, AND/OR SERVICES (COLLECTIVELY THE “**RESEARCH PRODUCT**”). PLEASE READ THIS AGREEMENT CAREFULLY. BY PARTICIPATING IN THE RESEARCH PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, YOU MAY NOT PARTICIPATE IN THE RESEARCH PROGRAM NOR ACCESS OR USE ANY RESEARCH PRODUCT, AND YOU MUST UNINSTALL ANY AND ALL RESEARCH PRODUCT FROM ANY DEVICE OWNED OR CONTROLLED BY YOU. TO THE EXTENT OF ANY CONFLICTS BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY STANDARD TERMS AND CONDITIONS ACCOMPANYING THE RESEARCH PRODUCT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN SOLELY TO THE EXTENT OF SUCH CONFLICTS.

THIS AGREEMENT REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PARTICIPATION IN THE RESEARCH PROGRAM AND ACCESS TO AND USE OF ANY RESEARCH PRODUCT, AND YOU AGREE THAT ANY SUCH DISPUTE OR CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. PLEASE REVIEW SECTION 14 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PARTICIPATION IN THE RESEARCH PROGRAM AND ACCESS TO AND USE OF THE RESEARCH PRODUCT.

1. **Eligibility.** To participate in the Research Program, you must be at least eighteen (18) years of age or older and reside within the United States or Canada. For certain research topics, you must be twenty-one (21) years of age or older, reside within the United States or Canada, and must not be otherwise excluded from participating in wagering activities in the jurisdiction in which you reside (including self-exclusion).
2. **Research Product.** The Research Product provided to you through the Research Program, or any service accessed through the Research Product, is identified as pre-commercial, evaluation, “alpha” or “beta”. Subject to your compliance to this Agreement and all materials presented to you through the Research Program, theScore hereby grants you a restricted, non-exclusive, non-transferable, revocable, and limited license to use the Research Product in machine executable object code form only and solely for your personal, non-commercial use for the purposes of the Research Program. This license shall apply only for the time period authorized by theScore (the “**Research Period**”) and solely to the extent necessary to enable you to test and provide Feedback to theScore regarding the Research Product. Such license will automatically terminate upon the expiration of the Research Period, which period may be extended or terminated by theScore at any time, in its sole discretion, but, unless you are in breach of this Agreement, theScore will, if feasible, use commercially reasonable efforts to provide you with prior notice of any change to the duration of the Research Period, which may include posting notice

within the webpages associated with the Research Program. Notwithstanding the Research Period, you acknowledge and agree that theScore may include technical measures in the Research Products that render them inoperable after a specified period of time and you agree that you will not circumvent such technical measures, nor attempt to do so. In consideration of the grant of license to the Research Product, you agree that you will provide theScore with Feedback as theScore reasonably requests, including ongoing feedback regarding bugs and faults experienced during the Research Period, without any further compensation or reimbursement of any kind from theScore, and that Section 2 will apply to such Feedback. theScore may specifically request that you complete a survey during your participation in the Research Program and you agree to complete any such surveys. theScore reserves the right to modify or discontinue, temporarily or permanently, the Research Product or any product or service to which it connects, with or without notice and without liability to you. theScore may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Research Product or related services (“**Updates**”). theScore may develop Updates that require installation by you before you continue to access or use the Research Product or related services. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device and its operating system. Further, participation in the Research Program and use of the Research Product may require data usage from a third-party service provider such as a wireless carrier and/or an Internet service provider (“**ISP**”). As between you and theScore, you are responsible for obtaining services from such ISP and you are responsible for all charges related to such services from ISPs, including without limitation airtime service charges, Internet access charges, and data usage charges and overages.

3. **User Credentials.** Access to the Research Program (or certain parts thereof) and/or use of certain Research Product may require user credentials including, without limitation, username and password (“**Credentials**”). theScore will assign Credentials to you to facilitate your participation, use and access of such Research Program and Research Product. You are responsible for keeping your Credentials confidential. DO NOT SHARE THE CREDENTIALS ASSIGNED TO YOU WITH ANYONE. You are also responsible for any and all access to the Research Program and Research Product using your Credentials and all activities occurring under your Credentials whether or not you authorized that activity. You must immediately notify theScore of any unauthorized access to the Research Program or use of any Research Product using your Credentials. Upon completion of your participation in a Research Program or at any time at theScore’s sole discretion, theScore may disable your Credentials with or without notice to you. You may not access the Research Program or Research Product once your Credentials are disabled.
4. **Feedback.** You may provide feedback to theScore about your use and experience while using the Research Product. Unless theScore otherwise agrees in writing, you hereby agree that theScore shall own all feedback, comments, suggestions, recommendations, ideas, concepts and changes that you provide to theScore regarding your use and experience while using the Research Product and all associated intellectual property rights (collectively the “**Feedback**”) and you hereby assign to theScore all of your right, title and interest thereto. You will not knowingly provide theScore any Feedback that is subject to third party intellectual property rights. You agree to cooperate fully with theScore with respect to signing further documents and doing such other acts as are reasonably requested by theScore to confirm that theScore owns the Feedback and to enable theScore to register and/or protect any associated intellectual property rights and/or confidential information.
5. **Consideration.** In exchange for your participation in the Research Program, theScore may give you a token of appreciation of a certain value which may include, for example, a gift card or theScore branded merchandise (such as a t-shirt) (“**Gift**”). You acknowledge and agree that the Gift, to the extent theScore provides you with one, is the sole compensation and consideration for your acceptance of this

Agreement and participation in the Research Program, and that you are not entitled to, nor is theScore obligated to provide to you, any further compensation or reimbursement for your acceptance of this Agreement and participation in the Research Program.

6. **No Warranty.** You understand and agree that the intent of the Research Program is to test pre-commercial services, products, software, applications, features, and/or functionalities which may contain bugs, are incomplete, or may contain other errors, and may not yet have the approvals and certifications for commercial deployment. Accordingly, in no event shall you use the Research Product in any production or other environment where you are relying on the performance of the Research Product. THE RESEARCH PRODUCTS ARE PRE-COMMERCIAL RELEASE VERSIONS OF THEScore'S PRODUCTS, SOFTWARE AND SERVICES AND ARE NOT INTENDED TO REPRESENT OR PERFORM IN THE SAME MANNER AS COMMERCIAL PRODUCT, SOFTWARE OR SERVICES, AND YOU SHOULD ENSURE THAT YOU REGULARLY BACK-UP ANY DATA USED WITH SUCH MATERIALS. IN ADDITION, THE RESEARCH PRODUCTS MAY CONTAIN FEATURES, FUNCTIONALITY OR APIS FOR SOFTWARE OR SERVICES THAT ARE NOT YET COMMERCIALY AVAILABLE. YOU ACKNOWLEDGE THAT SUCH RESEARCH PRODUCTS, OR ANY PORTION THEREOF, MAY NOT BE ANNOUNCED OR MADE COMMERCIALY AVAILABLE BY THEScore IN THE FUTURE, OR MAY BE MADE AVAILABLE WITH SIGNIFICANT CHANGES, AND THEScore HAS NO EXPRESS OR IMPLIED OBLIGATION TO YOU TO ANNOUNCE OR MAKE ANY OF SUCH RESEARCH PRODUCTS OR ANY PORTION THEREOF AVAILABLE. YOU ACKNOWLEDGE AND AGREE THAT ALL TESTING AND EVALUATION YOU CONDUCT WITH RESPECT TO THE RESEARCH PRODUCT AND RELATED SERVICES ARE DONE ENTIRELY AT YOUR OWN RISK. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY APPLICABLE LAW IN YOUR JURISDICTION, THE RESEARCH PROGRAM AND ITS ASSOCIATED SERVICES AND INFORMATION, AND THE RESEARCH PRODUCT ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALL CONDITIONS, GUARANTEES, REPRESENTATION AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF DURABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR TITLE, OR ARISING FROM A STATUTE OR CUSTOM OR A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED.
7. **No Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, THEScore IS NOT RESPONSIBLE FOR THE AVAILABILITY, USE, PERFORMANCE, OR NON-PERFORMANCE OF THE RESEARCH PROGRAM AND ITS ASSOCIATED SERVICES, OR THE RESEARCH PRODUCT, AND IN NO EVENT SHALL THEScore BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE RESEARCH PROGRAM OR ITS ASSOCIATED SERVICES, OR THE RESEARCH PRODUCT REGARDLESS OF THE CAUSE OF ACTION THAT GIVES RISE TO SUCH DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN, AND EVEN IF THEScore HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **Indemnification.** You agree to indemnify and hold theScore and its affiliates harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of your: (a) access to or use of the Research Program and/or the Research Product; (b) violation of this Agreement or any law or regulation; or (c) violation of any rights of another party.

9. **Privacy Policy.** theScore's Privacy Policy (available at <https://www.thescore.com/pages/privacy>) ("Privacy Policy") applies to the Research Program and the Research Product. You acknowledge and agree that by participating in the Research Program and/or by using the Research Product, theScore may receive certain information about you, including personally identifiable information, and you hereby consent to theScore's collection, use and disclosure such information in accordance with the Privacy Policy.
10. **Accurate Information.** In consideration of your use of any services provided by the Research Program, including the Research Product, you agree to:
- Provide true, accurate, current and complete information about yourself where prompted by the Research Program (such information being the "**Personal Data**"); and
 - Maintain and promptly update the Personal Data to keep it true, accurate, current and complete.
11. **Confidentiality.** You acknowledge and agree that:
- The successful market launch of commercial versions of theScore products and services requires you to keep all content within the Research Program, including the Research Product and any and all features, functionalities, look and feel, design, elements, and all aspects thereof (collectively "**Research Content**") strictly confidential;
 - The premature release or disclosure of any of the Research Content will irreparably damage theScore's competitive edge and intellectual property rights;
 - The Research Content shall not be shared with anyone without theScore's express permission; and
 - Only Research Content that has been publicly released by theScore may be discussed or shown to the public.
12. **Conduct.** You agree not to use or attempt to use the Research Program (or any parts thereof):
- to upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
 - to upload, post, email, transmit, or otherwise make available any information, software, tools, or other materials that contains any (i) virus, Trojan horse, worm, backdoor, shutdown mechanism, malicious code, sniffer, bot, drop dead mechanism, or spyware; or (ii) any other software, tools, information, or other materials that is likely to or is intended to (A) have an adverse impact on the performance of, (B) disable, corrupt, or cause damage to, or (C) cause or facilitate unauthorized access to or deny authorized access to, or cause to be used for any unauthorized or inappropriate purposes, any software, hardware, services, systems, or data ("**Malware**") (and, if you become aware of the existence of any Malware in or relating to the Research Program, you will promptly notify theScore);
 - to collect or store personal data about other users without the express written permission of those users;
 - to violate any code of conduct or other guidelines which may be applicable to any particular portion of the Research Program;
 - except as otherwise expressly permitted by theScore or except to the extent this restriction violates applicable laws, reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes any portion or use of, or access to, the Research Program, its associated services, Research Product, or any Research Content;
 - in any manner which could damage, disable, overburden or impair the Research Program and/or any related services (or the network(s) connected to such site or services) or interfere with any other participant's participation and access of the Research Program and/or its related services. You may not attempt to gain unauthorized access to the Research Program and/or any related service, other accounts, computer systems or networks connected to the Research Program, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or

information through any means not intentionally made available to you through the Research Program;

- g. to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
 - h. to upload, post, transmit, communicate or otherwise make available any material that: (i) you do not have a right to make available, including under any law or under contract or in violation of any duty (such as software protected by intellectual property laws, inside information, password information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); or (ii) would or may infringe on any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
 - i. to advertise or offer to sell or buy any goods or services for any business purpose;
 - j. to copy Research Content for distribution through any means to individuals who are not participants of the Research Program for which the Research Content was made available; or
 - k. to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, or create a false identity to mislead others.
13. **Termination.** Notwithstanding any other provision of this Agreement, theScore reserves the right to terminate any user account and/or Credentials, limit or deny access and/or participation to the Research Program at its sole discretion and to remove any inappropriate content that you upload to the Research Program at any time without notice to you, however, if feasible, theScore will use commercially reasonable efforts to provide you with notice of termination. You may terminate your user account and access to the Research Program by submitting such termination request to theScore at any time by using the relevant mechanism provided by theScore. Upon termination of this Agreement and/or your user account or Credentials, the rights granted herein automatically terminates and you must stop using the Research Product and remove the Research Product from your device(s) to the extent they were installed on your device(s) during your participation in the Research Program. theScore reserves the right, at any time, to request the removal of any Research Product from your device(s), and upon such request, you shall immediately delete the Research Product from your device(s). Any provisions of this Agreement which expressly states that it is to continue in effect after the termination of this Agreement, or which by its nature would survive the termination of this Agreement, shall so survive.
14. **Legal Compliance.** You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, listed in the Area Control List under Canada's Export and Import Permits Act, or designated by the U.S. Government as a "terrorist supporting" country; and (b) listed on any U.S. or Canadian Government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List.
15. **U.S. Government Entities.** This Section applies to access to or use of the Research Program and Research Product by a branch or agency of the United States Government. The Research Product consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. The software is provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this Agreement with respect to the Research Product, and any access to or use of the Research Product by the United States Government constitutes: (i) agreement by the United States Government that that the Research Product is "commercial computer software" and "commercial computer software documentation" as defined in this Section; and (ii) acceptance of the rights and obligations herein.

16. **Governing Law.**

For Canadian Residents: This Agreement shall be governed by and construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. Applicable laws may require that the laws of the Canadian jurisdiction in which you reside apply, in which case the laws of such jurisdiction will apply.

For All Others: This Agreement shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of New York, without regard to conflict of laws principles.

For All Users: The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

17. **Agreement to Arbitrate Disputes.** ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PARTICIPATION IN THE RESEARCH PROGRAM, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that:

For Canadian Residents: The hearing will be conducted in Toronto, Ontario, Canada or the city within Canada in which you reside; or

For All Others. The hearing will be conducted in the County and State of New York or the city within the United States in which you reside.

The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS RELATING IN ANY WAY TO THIS AGREEMENT OR YOUR PARTICIPATION IN THE RESEARCH PROGRAM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN:

FOR CANADIAN RESIDENTS: A COURT OF COMPETENT JURISDICTION IN TORONTO, ONTARIO, CANADA; OR

FOR ALL OTHERS: THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN THE SUPREME COURT OF NEW YORK COUNTY.

YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH PROCEEDING.

Notwithstanding anything to the contrary, you and theScore may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

18. **General.** This Agreement constitutes the entire agreement between you and theScore concerning your participation in the Research Program and access to and use of the Research Product. It supersedes any prior or contemporaneous oral or written negotiations and agreements between you and theScore with respect to such subject matter. You may not assign any of your rights or obligations under this agreement to another party without the express written consent of theScore. The failure of theScore to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. It is the express wish of the parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que tous les documents y afférents soient rédigés en anglais. For iOS users only: The parties acknowledge that this Agreement is concluded between you and theScore only, and not with Apple, and Apple is not responsible for the Research Product and the contents thereof. By obtaining the Research Product from Apple's iTunes App Store and/or TestFlight, you acknowledge and agree that you are authorized to install, activate and use the Research Product, and that Apple has no responsibility whatsoever for the Research Product, including without limitation its performance, maintenance and support, or for any claim by a third party that the Research Product infringes the intellectual property rights of a third party. If the Research Product fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for such Research Product, if any, and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Research Product. theScore, not Apple, is responsible for addressing any claims from you or any third party relating to the Research Product or your possession and/or use of the Research Product, including, but not limited to, product liability claims, any claim that the Research Product fails to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary hereof. theScore, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to the Research Product.