

Player Maker Service Terms and Conditions

The following Player Maker Service Terms and Conditions (“**Agreement**”) are hereby incorporated by reference into the Order (as defined below) entered into between you (a Customer, as defined below) and Motionize Israel Ltd. (“**Player Maker**”, “**we**”, “**our**” or “**us**”) and govern your access to, and use of: (i) the Player Maker software-as-a-service platform and related documentation, and features, as well as any fixes, updates or upgrades thereto (“**Software**”); (ii) the Player Maker mobile software application (“**App**”); (iii) the Player Maker sensors and any related equipment provided to you by Player Maker (“**Device**”), ((i) - (iii) hereinafter referred to as the “**Services**”).

Player Maker provides the Services to individuals, organizations and entities (“**Customers**”) who place an order with Player Maker for Services targeted with respect to all players in a team (each individual, a “**Team Member**”) owned, controlled or operated by the Customer (each, a “**Team**”).

By accessing and/or using Player Maker’s Services or any part thereof, you expressly acknowledge and agree that you have understood and shall comply with, and be legally bound by, this Agreement. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement please do not accept this Agreement, sign in, access or use the Services or any part thereof.

1. **Ability to Accept.** By accessing and/or using the Software and/or the App, you affirm that you are over 18 years of age and authorized to agree and accept this Agreement on behalf of the Customer entity you represent and in relation to the Team and Team Members of any age.
2. **Orders.** You may order Services by completing, executing and submitting to Player Maker an ordering document, executed by you in the form provided to you by Player Maker (“**Order**”). Each Order will set forth the type and description of the Services being ordered and the applicable fees payable for such Services. Orders shall become binding upon their written acceptance by Player Maker. In the event of a conflict between the terms of this Agreement and an Order, the terms of this Agreement shall prevail unless explicitly stated otherwise in the applicable Order. Player Maker shall not be responsible for providing any service or product not described in the applicable Order.
3. **Scope of Services.**
 - 3.1. Following your receipt of the Device, you shall be entitled to use the Services during the Term (as defined below), subject to the terms and conditions of this Agreement.
 - 3.2. Player Maker shall provide the Services, subject to this Agreement, and in accordance with the information, parameters and criteria, set forth in your Order (if applicable) and this Agreement.
4. **Right to Use.**
 - 4.1. Upon receipt of the full purchase price as set out in the Order, Player Maker sells the Device to you and all title and risk shall be transferred at such time.
 - 4.2. Subject to the terms and conditions of this Agreement and payment of any applicable fees, Player Maker grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable right to:
 - (a) access and use the Software and the App (and the data included therein), and to allow your Permitted Users to access and use the Software and the App (and the data included therein), on a device which the applicable Permitted User (i.e., you or the Family User) owns or controls, for internal purposes, in accordance with any applicable use restrictions set forth herein. “**Permitted Users**” shall mean (i) Team Members; (ii) members of the Team’s professional staff (such as coaches and advisors) authorized by the Customer to use the Services (“**Staff Users**”); and (iii) family member(s) of Team Members, authorized by the Customer to use the Services, (“**Family Users**”).
 - (a) To allow your Team Member to use the Device in accordance with our instructions, in accordance with any applicable use restrictions set forth herein.
 - 4.3. You hereby agree and acknowledge that Player Maker may provide different versions of the Software and/or the App to your Staff Users and to Family Users, which may contain different features and functionalities, based on the Permitted User type, and in accordance with our available service offerings and the permissions granted by you to us with respect to the Permitted Users (“**Data Access Permissions**”).
 - 4.4. The license shall continue from the date in which you create an Account until the license is terminated in accordance with Section 19 (“*Term and Termination*”).

5. **Account.**

- 5.1. In order to use the Software and the App, you must create an Account on the Software and/or the App in connection with your use of the Software and the App (“**Customer Account**”). You hereby agree: (a) to provide accurate and complete information about yourself; (b) not to allow anyone other than yourself to access or use your Customer Account, not to create a Customer Account for any third party, not to allow anyone other than yourself to access your Customer Account and not to use the account of any third party without their permission; (c) to provide accurate and complete Customer Account and login information; (d) to keep your Customer Account password secure; and (e) to notify Player Maker immediately of any breach of security or unauthorized use of your Customer Account. You shall remain solely responsible and liable for the activity that occurs in connection with your Customer Account.
- 5.2. In order to use the Software and the App, each of your Permitted Users must create an account (“**User Account**”). You hereby agree to remain responsible and liable for the activity that occurs in connection with your Permitted Users’ User Accounts and to ensure that your Permitted Users comply with the obligations set forth in Section 5.1 above in connection with their User Account (with applicable changes).

6. **Reports.** The Software and the App allow you to access results, information and reports obtained from and created in connection with the physical training and sports-related monitoring and analysis provided via the Services (“**Reports**”). The Reports may include, without limitation:

- 6.1. For Customers, data and statistics regarding the individual and collective training of the Customer’s Team Members and comparisons between Team Members.
- 6.2. For Family Users, data and statistics regarding the individual training of the Family User’s Team Member and his/her achievements and progress in relation to other players in the Team.
- 6.3. For Team Members, data and statistics regarding their individual training and his/her achievements and progress in relation to other players in the Team.

7. **Restrictions and Usage Rules.**

- 7.1. You shall not, and shall not allow your Permitted Users or any third party to: (a) copy, distribute, broadcast, rent, lease, lend, use for timesharing or service-bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Services or any part thereof; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the Services or any part thereof; (c) remove or distort any proprietary notices, labels or legends on or in the Services; (d) use any automated means to access or use the Services, nor circumvent or disable any security or technological features of the Services; (e) use, send, upload, post, transmit or introduce any device, code, routine or other item (including without limitation bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Services, nor any content that is unlawful, infringing, defamatory, deceptive, obscene fraudulent, harassing, pornographic, or abusive; (f) use the Services to design or develop any competing product or service that competes with the Services; (g) use the Services for any unlawful or fraudulent purpose, to breach this Agreement, or infringe or misappropriate any third party intellectual property, privacy, or publicity right; (h) take any action that imposes or may impose, as determined in Player Maker’s sole discretion, a disproportionately large load of incoming requests on the Services infrastructure; (i) violate or abuse password protections governing access to the Software and/or the App; (j) use or direct the Services to interact with IPs or devices for which you are not expressly authorized to do so; (k) violate or abuse password protections governing access to the Software and/or the App; (l) use or direct the Services to interact with IPs or devices for which you are not expressly authorized to do so; or (m) use the Services directly or indirectly to initiate, propagate, participate, direct or attempt any attack, hack, or send bandwidth saturation, malicious or potentially damaging network messages to any device.
- 7.2. If you are downloading the App from a third party mobile device platform or service provider (“**Distributor**”), please be aware that the Distributor may have established usage rules which also govern your use of the App (“**Usage Rules**”). We specifically refer to the Usage Rules of certain Distributors below in Section 8 (“*Distributor Requirements and Usage Rules*”), but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

8. **Distributor Requirements and Usage Rules.** If you download the App from the Apple, Inc. (“**Apple**”) App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

8.1. You acknowledge and agree that:

- a. this Agreement is concluded between Player Maker and you only, and not with Apple, and Player Maker and its licensors, and not Apple, are solely responsible for the App and the content thereof.
- b. your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
- c. the License granted herein is limited to a non-transferable right to use the App on an Apple iPhone, iPod Touch, iPad, or other Apple-branded product that you own or control and that runs the iOS;
- d. Player Maker is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- e. Player Maker is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Player Maker's sole responsibility;
- f. Player Maker, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation, including in connection with the App's use of HealthKit and HomeKit frameworks;
- g. in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- h. Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

8.2. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

8.3. If you have any questions, complaints, or claims regarding the App, please contact Player Maker at:

Email: info@playermaker.co.uk.

Telephone: +442038089262.

8.4. By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

9. **Delivery.** Delivery of the Device shall be made to the shipping address you provided in your Order. Player Maker shall make commercially reasonable efforts to meet the deliver the delivery period specified in your Order; however, you acknowledge that delivery is dependent on third parties outside or Player Maker's control, and in no event shall Player Maker be liable for any delays.

10. **Proprietary Rights.**

10.1. **Ownership.** The Software and the App are licensed and not sold to you under this Agreement. You expressly acknowledge that as between you and Player Maker, Player Maker solely and exclusively owns any and all worldwide right, title and interest in and to the Services, including all worldwide intellectual property rights therein, and including any modifications thereto and any Reports and data derived and/or collected thereunder, regardless of whether they are developed or provided by either party. Player Maker may make such data available to Customer and its Permitted Users on the App and/or Software in accordance with Section 4.2 above. Nothing in this Agreement constitutes a waiver of Player Maker's intellectual property rights under any law.

- 10.2. **Feedback.** If you contact Player Maker with any suggestions or feedback data regarding the Services, which may include suggestions for, or feedback concerning, customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions (collectively, "**Feedback**"), such feedback shall be deemed to be the sole property of Player Maker and Player Maker will be free to adopt such Feedback for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You hereby waive any right to the Feedback, including but not limited to, any right for royalties or any other consideration, and undertake to treat the Feedback as Confidential Information (as defined below) of Player Maker.
11. **Third Party Software.** You expressly acknowledge that the Software and/or the App may include third party components ("**Third Party Software**"), which shall be used by you solely in conjunction with the Software and/or the App, and shall not be used for any other purpose without the prior written consent of Player Maker. Such Third Party Software is provided "As-Is" without any warranty of any kind, and subject to the license terms attached to such Third Party Software, which are available at www.playermaker.co.uk/3rdparty in the document entitled "MOTIONIZE ISRAEL LTD. OPEN SOURCE SOFTWARE TERMS") the provisions of this Agreement shall apply to all such Third Party Software providers and Third Party Software as if they were Player Maker and the Software and/or the App respectively. In the event of any inconsistencies or conflicting provisions between the Third Party Software licenses and the provisions of this Agreement, the provisions of the Third Party Software licenses shall prevail.
12. **Confidentiality.** Each party agrees to keep confidential and to use only for purposes of performing its obligations under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement including the terms of your Order ("**Confidential Information**"). The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure or which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and reasonably cooperate, at the objecting party's expense, to take legal steps to resist or narrow such request). You acknowledge that the Services and any information in connection therewith shall be deemed as Player Maker's Confidential Information. Upon any termination of this Agreement, each party shall return to the other party all Confidential Information of the other party, and all copies thereof, in the possession, custody or control of the party unless otherwise expressly provided in this Agreement.
13. **Privacy.**
- 13.1. We will use any personal information that we may collect or obtain in connection with the Service in accordance with Player Maker's privacy policy, available at: www.playermaker.co.uk/privacy ("**Privacy Policy**"). You are aware that you are not legally obligated to provide Player Maker with, or authorize Player Maker to collect, any personal information, and you hereby confirm that you do so at your own free will.
- 13.2. We collect certain personal information of your Team Members, such as names, age, gender, position, training performance, physical performance, physical observations, schedule and assessments which will be displayed to you, and your Permitted Users, and analyzed by us in connection with the Services, and you agree that Player Maker may do so. You further agree that your Permitted Users may have access to different features and functionalities of the App or the Software, as well as be exposed to different types of Team Member information via the Services, based on the Permitted User type in accordance with our available service offerings and the Data Access Permissions.
- 13.3. You hereby acknowledge and agree that Player Maker is acting as a data processor and will use any data supplied or disclosed to it by you only in accordance with your instructions and to perform the Services. Player Maker will implement appropriate technical and organizational measures to protect the data provided by you against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
- 13.4. You hereby warrant and represent that you will provide all appropriate notices, obtain all appropriate informed consents, and comply at all times with all applicable privacy and data protection laws and regulations (including the EU General Data Protection Regulation ("**GDPR**") and industry guidelines to which you are subject, for allowing Player Maker to use the data in accordance with this Agreement (including, without limitation, the provision of such data to Player Maker and the transfer of such data by Player Maker to its subcontractors, including transfers outside of the European Economic Area) and in accordance with the Privacy Policy, and to display personal information of Team Members to your Permitted Users, in accordance with the Data Access Permissions applicable to such Permitted Users.
- 13.5. To the extent that Customer is subject to the GDPR, Customer shall download Player Maker's Data Processing Agreement ("**DPA**") available on Player Maker's website and return it signed to Player Maker as described therein. You hereby agree that any processing of information performed by us on your behalf shall be subject to the terms and conditions of the DPA.
14. **Payments.** In consideration for the Services, you shall pay the applicable, non-refundable subscription fees (if any) specified in the Order, at such times and for such periods as set forth therein. If not otherwise specified in the Order, all fees shall be paid annually and shall be due and payable within thirty (30) days of the date of invoice. Late payment shall be subject to a late fee

equal to 1.5% per month or, if less, the maximum amount allowed by applicable law. All amounts payable hereunder shall not be subject to any set-off or deduction. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and you are responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with this Agreement.

15. Warranty

- 15.1. Subject as herein provided the Company warrants to the Customer that (i) the software components within the Device shall comply with any specifications agreed for a period of sixty (60) days from the date of delivery; and that (ii) except to the extent addressed by subsection (i) above, any Devices supplied hereunder will be of satisfactory quality and will comply with any specifications agreed for them for a period of 12 months from the date of delivery, as may be extended if agreed in writing by Company (such periods, collectively, the “**Warranty Period**”).
- 15.2. The foregoing limited warranty does not apply if the Device: (a) has been altered, except by us; (b) has not been installed, operated, repaired, or maintained in accordance with our instructions; (c) has been subjected to abnormal physical or electrical stress, misuse, abuse, negligence or accident; (d) has been combined with a product or software not provided by us; (e) has been damaged by causes beyond our control; or (f) has been used not in compliance with this Agreement.
- 15.3. If you notify Player Maker in writing, within the applicable Warranty Period specified above, of a warranty claim, we will repair or replace the defective Device component(s) with new or refurbished part(s), all at no additional charge to you. Any repairs, fixes or replacement parts provided as part of the foregoing warranty service are warranted for the remainder of the Warranty Period, as then in effect.
- 15.4. OTHER THAN THE WARRANTIES SET FORTH, THE SERVICES ARE PROVIDED “AS IS”, AND PLAYER MAKER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. PLAYER MAKER WILL NOT BE LIABLE OR RESPONSIBLE FOR: (a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO YOUR HARDWARE OR SOFTWARE OR YOUR INTERNET OR DATA SERVICES.
- 15.5. PLAYER MAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE REPORTS. YOUR USE OF AND RELIANCE UPON THE SERVICES ARE ENTIRELY AT YOUR SOLE DISCRETION AND RISK, AND PLAYER MAKER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO YOU OR TO ANY THIRD PARTY IN CONNECTION WITH ANY OF THE FOREGOING.
- 15.6. PLAYER MAKER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY IMPROVEMENT (OR LACK THEREOF) OF ANY TEAM MEMBER’S SKILLS AND PHYSICAL OR ATHLETIC CAPABILITIES.
- 15.7. YOU HEREBY ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS VOLUNTARY AND AT YOUR OWN RISK, AND YOU AGREE THAT PLAYER MAKER WILL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES (SUCH AS, BUT NOT LIMITED TO, HEALTH PROBLEMS, PERSONAL INJURY, OR DEATH) TO YOU OR ANY THIRD PARTY THAT RESULT FROM YOUR USE OF (OR INABILITY TO USE) THE SERVICES, INCLUDING WITHOUT LIMITATION WHERE SUCH CONSEQUENCES RESULT FROM TECHNICAL, INTERNET OR TELECOMMUNICATIONS PROBLEMS (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF PLAYER MAKER’S OR THIRD PARTY SERVERS).
- 15.8. NEITHER PLAYER MAKER NOR ITS PERSONNEL ARE LICENSED MEDICAL CARE PROVIDERS, AND THEY HAVE NO EXPERTISE IN DIAGNOSING, EXAMINING, OR TREATING MEDICAL CONDITIONS OF ANY KIND, OR IN DETERMINING THE EFFECT OF ANY SPECIFIC EXERCISE ON A MEDICAL CONDITION. YOU HEREBY ACKNOWLEDGE THAT NO MEDICAL OR SIMILAR PROFESSIONAL ADVICE IS PROVIDED (OR PURPORTED TO BE PROVIDED) VIA THE SERVICES, AND THE SERVICES SHOULD NOT BE USED OR RELIED UPON IN PLACE OF CONSULTING (OR OTHERWISE SEEKING ADVICE FROM) A QUALIFIED AND LICENSED MEDICAL PROFESSIONAL, SUCH AS YOUR PHYSICIAN OR CERTIFIED SPORT TRAINER SUCH AS A COACH, SPORT SCIENTIST OR PERFORMANCE EXPERT. SEEK PROFESSIONAL ADVICE BEFORE FOLLOWING ANY TRAINING INSTRUCTIONS YOU RECEIVE THROUGH THE DEVICE OR PARTICIPATING IN ANY EVENT ANNOUNCED THEREON. NOT ALL EXERCISES OR ACTIVITIES THAT MAY BE SPECIFIED ON THE DEVICE ARE SUITABLE FOR EVERYONE.

15.9. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON OR THROUGH THE SERVICES. YOU SHOULD UNDERSTAND THAT WHEN PARTICIPATING IN ANY EXERCISE OR EXERCISE PROGRAM, THERE IS THE POSSIBILITY OF PERSONAL INJURY AND/OR DEATH. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR PHYSICIAN OR EMERGENCY SERVICES IMMEDIATELY. IF YOU FEEL DISCOMFORT OR PAIN, IMMEDIATELY STOP THE ACTIVITY CAUSING SUCH DISCOMFORT OR PAIN.

16. **Limitation of Liability.** IN NO EVENT WILL PLAYER MAKER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, DATA, GOODWILL, BUSINESS, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, FINES OR OTHER PENALTIES FOR NONCOMPLIANCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, CONFIDENTIAL INFORMATION, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT PLAYER MAKER (AND ITS LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, PLAYER MAKER'S TOTAL CUMULATIVE LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO US BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER.
17. **Indemnification.** Customer agrees to defend, indemnify and hold harmless Player Maker, its affiliates, and its respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) any data or information provided by Customer or its Permitted Users; (ii) any claim against Player Maker by any of your Permitted Users; (iii) violation of any applicable laws or regulations (including, without limitation, applicable privacy laws) by Customer or its Permitted Users; (iv) violation of any third party right, including without limitation any copyright, property, or privacy right by Customer or its Permitted Users; (v) Customer's failure to comply with the obligations applicable to it under the GDPR and/or data protection laws or regulations or the DPA; and/or (vi) for the processing of personal data without a DPA, in the event Customer fails to return to Player Maker the DPA duly signed by it. Without derogating from or excusing your obligations under this Section, Player Maker reserves the right (at your expense), but is not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining Player Maker' express written approval.
18. **Modification.** Player Maker reserves the right, at any time, to: (i) discontinue, change, update or modify the Services or any aspect or feature thereof; and (ii) remove or limit your access to any aspect or feature of the Services.
19. **Term and Termination**
- 19.1. This Agreement shall become effective on the date specified in your Order and shall remain in effect for the initial term set forth therein ("**Initial Term**"). Following the Initial Term, and subject to continued payment of fees by Customer as specified in the Order, this Agreement shall renew automatically on the same terms and conditions for equivalent, successive Renewal Terms, unless either party provides the other a written notice of its intention not to renew at least 90 days prior to the end of the then applicable term (the Initial Term and each Renewal Terms shall collectively be referred to as the "**Term**").
- 19.2. Notwithstanding the foregoing, (A) Player Maker may terminate this Agreement upon 60 days prior written notice to you; and/or (B) either party may immediately terminate the Agreement, by written notice to the other party: (i) if the other party has breached the Agreement and failed to cure such breach within 30 days from receipt of written notice thereof; or (ii) if such party becomes insolvent or makes any assignment for the benefit of creditors or similar transfer evidencing insolvency, or suffers or permits the commencement of any form of insolvency, administration or receivership proceeding or has any petition under bankruptcy, insolvency or administrative law filed against it, which petition is not dismissed within 60 days of such filing, or has a trustee, administrator or receiver appointed for a material portion of its business or assets. A party that becomes subject to any of the events described in clause (ii) shall immediately notify the other party in writing.
- 19.3. Upon termination of this Agreement, you shall, and shall cause your Permitted Users, to cease all access to and use of the Services.
- 19.4. Upon termination of this Agreement, you will cease to have access to any Reports or other content and data stored in or offered via the Services, whether provided by you or generated as a result of the Services ("**Materials**"). Player Maker reserves the right to permanently delete any Materials or other content that may be contained in your Customer Account or in any of the User Accounts of your Permitted Users, at any time following termination, and you agree to waive any legal or equitable rights or remedies you may have against Player Maker with respect to such Materials or other content

that have been deleted.

19.5. This Section 19.5 and Sections 7 (“*Restrictions and Usage Rules*”), 10 (“*Proprietary Rights*”), 12 (“*Confidentiality*”), 13 (“*Privacy*”), 15 (“*Warranty*”), 16 (“*Limitation of Liability*”), 17 (“*Indemnification*”), and 20 (“*Assignment*”) to 23 (“*General*”) shall survive termination of this Agreement.

20. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Player Maker without restriction or notification.
21. **Modification of Agreement.** Player Maker reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Player Maker website, available at: <https://www.Playermaker.co.uk/terms>. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Services or any part thereof thereafter means that you accept those changes.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and only the competent courts located in Tel Aviv-Jaffa, Israel, shall have jurisdiction over any dispute arising from this Agreement.
23. **General.** If any provision, or part thereof, of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and such reform shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement, and any other legal notices published by us in connection with the Services, shall constitute the entire agreement between you and Player Maker concerning the Services. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: October 2, 2018