

## **SOCCER.COM TEAM CUSTOMER TERMS AND CONDITIONS**

You, as licensor (“you” or “CLUB”), have requested the provision of services or the sale of products from Sports Endeavors, Incorporated (“We”, “us” or “SOCCER.COM”). If you have not otherwise signed a written agreement with SOCCER.COM or the agreement you have signed has been explicitly made subject to these Team Customer Terms and Conditions (the “Terms”), you agree that the provision of services and/or the sale of products by SOCCER.COM will be governed by these Terms, as amended and updated, or supplemented in writing, from time to time. If you have signed a separate agreement with us, then you will be subject to such agreement and not these Terms, unless otherwise indicated therein. You wish to grant us a license to use the Licensed Property (as defined below) on and in connection with such services and products provided to you by SOCCER.COM, as more fully specified herein. In connection with such grant, you acknowledge and agree as follows:

1. **Term.** This Terms shall come into effect from the date you first instruct us to undertake services on your behalf and/or purchase products from SOCCER.COM up to the date of our receipt of cancellation in writing sent by you and actually received by us at the notice address set forth in Section 22, or as otherwise specified in your SOCCER.COM Partner Benefits Agreement.

2. **Ownership and Right.** You represent that you own and/or have the right to sub-license all the rights, title, and interest, including the right to use, reproduce, publicly display and commercially exploit the intellectual property, including, without limitation, the trademarks, service marks, and logos, that you provide or have provided to us (the “Licensed Property”, as further defined below).

3. **Grant of License.** You hereby grant SOCCER.COM a non-exclusive, revocable license to use and apply the Licensed Property on any uniforms, equipment, spirit wear, or other items as agreed from time to time, and to commercialize the same during the Term. All rights not specifically granted to SOCCER.COM are reserved to CLUB.

4. **Licensed Property.** Licensed Property includes any and all properties sent or uploaded by you to SOCCER.COM in digital form or in hard copy at any point during the term, which may include, but are not limited to, trademarks, design materials, and any copyrights, design rights and/or image rights in Licensed Property.

5. **Licensed Products.** Licensed Products include products or product categories including, but not limited to, branded or unbranded apparel for adult, youth, male, female in all standard sizes, accessories and other products as agreed between the parties from time to time.

6. **CLUB’s Obligations.** CLUB is solely responsible for the costs of additional supplies such as custom uniform stock, customization materials, and any other item(s) ordered by CLUB that are considered “special order” by SOCCER.COM.

7. **Spirit Wear Program.** CLUB may request that SOCCER.COM provide spirit wear items for CLUB (“Spirit Wear Items”).

8. **Product Selection and Timing.** In order to receive the inventory of your choice and to receive timely delivery of the same, CLUB must select products by the reservation deadlines as notified to CLUB by SOCCER.COM. Failure to adhere to the deadlines may result in a delay in processing your order, or the lack of availability of the inventory you request. Your dedicated SOCCER.COM account manager can provide you with all available information on product lines.

9. **Inventory Projections.** CLUB must provide SOCCER.COM a count of teams that it anticipates will place orders for a particular season. At your request, SOCCER.COM will attempt to coordinate with brands

of CLUB’s choice. The brand manufacturers and SOCCER.COM require inventory projections be made up to **nine (9) months** in advance of your playing season. Your SOCCER.COM account manager will use reasonable efforts to contact you prior to the reservation due dates to request CLUB’s data in anticipation of your inventory order deadline.

10. **Custom Uniforms.** Where CLUB notifies SOCCER.COM that it wishes to order custom uniforms kits or other custom equipment, SOCCER.COM will use reasonable efforts to fulfill such request. The custom uniform process takes a minimum of 90 days to complete.

11. **Customization of CLUB Products.** SOCCER.COM can customize off-the-shelf products and equipment at the request of CLUB. Products that require customization will have an extended delivery timeframe. Available non-customized products usually ship within 48 hours, when not accompanying a customized product as part of an order. At the request of CLUB, non-customized goods can be shipped separately from customized orders.

12. **Liability for Customized Items.** Custom uniforms and equipment, and customized products and equipment, (together “Customized Items”) are made-to-order at the request of CLUB, and cannot be sold as regular inventory. CLUB IS SOLELY AND ABSOLUTELY LIABLE FOR PAYMENT OF THE AGREED COSTS OF SUCH CUSTOMIZED ITEMS. THE FAILURE BY CLUB TO DELIVER FULL PAYMENT FOR THE CUSTOMIZED ITEMS IS A BREACH OF THESE TERMS, WHICH WILL ENTITLE SOCCER.COM TO CEASE ITS PERFORMANCE HEREUNDER IMMEDIATELY AND TO SEEK RECOVERY IN A COURT OF LAW OF ALL PAYMENTS OWED AND ALL COSTS SOCCER.COM INCURS AS A RESULT OF CLUB’S BREACH.

13. **Logos and Trademarks.** (a) CLUB will provide all logos to SOCCER.COM through an EPS or JPEG format file sent directly to CLUB’S SOCCER.COM Account Manager. (b) CLUB authorizes SOCCER.COM to reproduce CLUB’s logo and to convert the EPS or JPEG files into a form that can be utilized to produce examples of the logo for printing or embroidering. SOCCER.COM will send electronically to CLUB an approval form with the logo images and specifications. This process could take up to 72 hours. LOGO APPROVAL MUST BE COMPLETED AT LEAST **SIX (6) WEEKS** IN ADVANCE OF ORDERING AND PRODUCTION TO ALLOW FOR THE STOCKING OF TRANSFER LOGOS AND READYING FOR THE ORDERING DELIVERY. (c) Customization materials are pre-purchased for the life of the relationship on behalf of CLUB in one bulk order, which allows for a consistent supply of product at the best possible cost. CLUB IS SOLELY RESPONSIBLE FOR THE FULL COST OF THE LOGOS ORDERED. SUCH CUSTOMIZED LOGOS ARE SUBJECT TO THE PROVISIONS OF PARAGRAPH 12 (Liability for Customized Items).

14. **playerPASS™ Ordering.** CLUB and CLUB’s membership will order their items through SOCCER.COM’s playerPASS™ online platform.

15. **Late Payment.** Amounts not paid when due will bear interest from such due date until paid in full at the rate of one percent (1%) per month, compounded monthly up to and including the date of payment.

16. **Your Use.** Your use of the products and services, including, but not limited to, the Soccer.com website owned by SOCCER.COM and the playerPASS™ platform is at all times subject to our [Terms of Use](#) and [Privacy Policy](#), which are incorporated herein and made part of these Terms by reference. To the extent these Terms conflict with the Terms of Use or Privacy Policy, these Terms shall govern.

17. **Representations and Warranties.** You represent that: (i) you, including any member of CLUB acting in the name of CLUB, have all

the right, power, and authority to bind CLUB to perform under these Terms and to do so without violating the rights of any other person, (ii) to grant SOCCER.COM the license and right to use, reproduce, publicly display and commercially exploit the Licensed Property, and (iii) the use of the rights hereunder by SOCCER.COM, including the Licensed Property, will not infringe any rights or interests of any third parties, including any intellectual property rights. CLUB further represents and warrants that it has received any and all necessary authorizations from CLUB members or parents of CLUB members and it is otherwise in full compliance with any and all applicable laws and regulations in respect of the use of any private information, particularly information in respect of minors, delivered to SOCCER.COM by CLUB. In order for SOCCER.COM to pay CLUB any amounts owed, CLUB acknowledges that it must provide us with appropriate tax documentation.

18. **Liability.** You agree to protect, indemnify, defend and hold harmless SOCCER.COM and its respective shareholders, officers, directors, employees, members, agents, trustees, sponsors, receivers and assigns from and against all claims, suits, demands, losses, damages, liabilities, deficiencies, costs and expenses, including but not limited to, reasonable attorneys' fees and disbursements (whether or not you are named as a party to any proceeding) arising from or relating to (i) your breach or alleged breach of the representations in Paragraphs 2 (Ownership and Right), and 17 (Representations and Warranties), (ii) the infringement or alleged infringement of any intellectual property right, including any trademark right, of a third party, arising from the use by SOCCER.COM of the Licensed Property, or (iii) our enforcement of any of the foregoing indemnification obligations set forth in this paragraph.

19. **Information.** Any membership information you supply to SOCCER.COM, or any affiliates of Sports Endeavors, Incorporated ("**Affiliates**"), may be utilized by SOCCER.COM and Affiliates to inform and promote products and events to your membership through print, online or other campaigns and you consent to the same. SOCCER.COM and Affiliates will only inform and promote products and events to CLUB members who have provided e-mail address information or have opted-in to receive third-party offers. Use by SOCCER.COM and Affiliates of your membership information with other companies or third parties is subject to our [Terms of Use](#) and [Privacy Policy](#).

20. **Notices.** All notices and other communications shall be made in writing, and shall be deemed given when personally delivered, when sent by confirmed fax, or three days after being sent by prepaid certified or registered U.S. mail to the address, in the case of CLUB, that you have provided to your SOCCER.COM account manager, and the case of SOCCER.COM to: Sports Endeavors, Incorporated, 431 US Highway 70A-East, Hillsborough, NC 27278, USA, with a mandatory copy to partner@sportsendeavors.com.

21. **Successors and Assigns.** These Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, except that CLUB may not assign or transfer any of its rights or obligations hereunder without the prior written consent of SOCCER.COM, which consent may be withheld in SOCCER.COM'S sole discretion. SOCCER.COM may at any time assign any of its rights hereunder.

22. **Change in Terms.** We reserve the right, in our sole discretion, to change these Terms, at any time and without notice, and immediately upon such change, such updated Terms shall govern.