

SBRnet, Inc Data Access Agreement

Online Data Subscription

Date: March 15, 2023

Supplier: SBRnet, Inc

10185 Spyglass Way
Boca Raton, FL 33498
[Text deleted]
Email: [Text deleted]

Purchaser: University of California – San Diego

Product/Service:

Data Platform	Start Date	End Date	Investment*
SBRNet/Sports Market Analytics	5/5/2023	5/4/2024	[Text deleted]
Gross Investment			[Text deleted]
Bundle Discount (NA)			
Net Investment			[Text deleted]

Payment Terms: * Credit Card / ACH / Check

Date Due	Amount
5/15/2023	[Text deleted]
Subscription Start Date	05/5/2023

By signing below, Purchaser agrees to abide by the terms and conditions on pages 3 and 4 of this subscription order.

Name: [Text deleted]

Title: AUL, Scholarly Resources and Services

Purchaser: University of California – San Diego

E-mail: [Text deleted]

Telephone: [Text deleted]

Fax: [Text deleted]

Signature on next page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signature: [Text deleted] Date: 4/14/2024

Order Acceptance by SBRnet, Inc

Signature: [Text deleted] Date: 4/18/2023

DATA ACCESS AGREEMENT

Terms and Conditions

1) Purchase and Sale of Data

- (a) **Basic Provision.** Subject to the terms and conditions herein, the Company agrees to provide to the Purchaser during the term of this Agreement information from the Company's computerized on-line data management information system that contains multiple datasets related to various sports categories as compiled from a variety of sources, primary research as well as other data selected by the Company in its sole and absolute discretion (the "Data").
- (b) **Access to Data.** The Purchaser will have Internet access to the Data, as compiled and reported by the Company in the reports designated and incorporated herein by reference. All accounts must be set up within the same IP Address Range. (This is flexible in the virtual environment caused by the current Covid-19 situation)
- (c) Data/platform usage is limited to students, faculty and library staff or walk-in visitors to the library of the purchaser only. Data may be used with outside consulting and institutional applications; however, data cannot be shared directly with said outside consulting/commercial clients without prior permission from Company.

2. **Payment of Data.** The Purchaser shall pay to the Company by Credit Card /ACH / Check, the sum of (a) the amounts set forth, plus (b) any and all applicable sales taxes due in connection with the immediately preceding clause (a) (the "Purchase Price"). Invoices that are past 60 days are subject to a \$25.00 late fee for each 30-day period beyond 60-days past due.

3. **Renewal.** The Company shall be entitled to adjust the Subscriber Fee payable in respect of the following year from time to time. In the event The Company wishes to adjust the Subscriber Fee, The Company shall provide written notice of the proposed adjustment to Subscriber at least sixty, (60) days prior to the beginning of the renewal term and the adjusted Subscriber Fee shall be payable on the first anniversary date of the provision of such notice and thereafter until the Subscriber Fee is adjusted further. The subscriber reserves the right to renew the subscription based on the agreed to price. This agreement terms and conditions shall remain in place for a period of 5 years and will not require updating unless subscriber changes their current service level.

4. Covenants.

(a) **The Company's.** The Company represents and warrants to and covenants with the Purchaser as follows:

(i) The Company is a party to agreements, which require certain third parties to supply Data to the Company, and which further provide representations from such Data Suppliers that the Data supplied by them to the Company will be true, complete, and accurate.

(ii) The Company will use its good faith efforts to maintain and enforce the provisions of its agreements with an adequate representative group of third-party Data Suppliers.

(iii) The Company will use its good faith efforts to maintain the integrity of the Data and the Data Base, provided however, that the Purchaser acknowledges that the Company is relying upon the truth, completeness and accuracy of the Data supplied to it by third parties and the representation in this clause (iii) is expressly limited to the manipulation of the Data and the compilation of the Data Base as performed by the Company.

(iv) The Company may discontinue publication or operation of its reporting system in its discretion, if it believes in good faith that such steps are in its best interests, and the Company shall not be liable to the Purchaser in any way for any such action or failure to act, other than for the return to the Purchaser of a pro rata portion of the Purchase Price for the period of such discontinuance.

5. Assignability

(a)The Company may sell, assign or otherwise transfer this subscription agreement or any of its rights under this agreement to any buyer or relevant partner on behalf of the Company, provided that no assignee will be an entity that is debarred from doing business with any state or federal entity; connected to organized crime; on a government "excluded persons" list; determined by University to be an irresponsible vendor due to previous uncured breaches of contract or other dishonest or disreputable conduct; associated with sales of illegal drugs, alcohol, tobacco, firearms, gambling, adult entertainment or adult entertainment products; or otherwise engaged in or associated with activities that would be likely to harm University's reputation.

6. Termination

The Purchaser may terminate this Agreement in whole or in part for its sole convenience upon thirty (30) days prior notice. Upon notice of such termination, Company shall be paid for services satisfactorily provided or performed.

Purchaser's initials: _____ [Text delete] _____ **Date:** 4/14/2023 _____