



FalconEye-Faceoff Intelligence System LLC

Subscription Agreement

SOFTWARE SUBSCRIPTION AGREEMENT

FalconEye Scouting & Analytics Platform

This Software Subscription Agreement (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”), by and between:

FalconEye-Faceoff Intelligence System LLC, a **Pennsylvania** limited liability company, with a principal place of business at **502 W 7th St STE 100, Erie, PA 16502** (“FalconEye,” “Provider,” “we,” or “us”); and

[NAME OF INSTITUTION / ATHLETIC DEPARTMENT], located at **[INSTITUTION ADDRESS]** (“Customer” or “Institution”),

(each a “Party,” and together the “Parties”).

RECITALS

WHEREAS, FalconEye has developed and owns a proprietary, cloud-based software platform providing film breakdown, scouting analysis, tendency tracking, live tracking, player comparison, practice-plan generation, and related reporting tools for faceoff and draw-control performance in lacrosse (the “Service”, as further defined below); and

WHEREAS, Customer is an athletic department, school, university, or affiliated program that wishes to subscribe to the Service for use by its coaches, staff, and student-athletes, on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “Aggregated and De-Identified Data” means data derived from Customer Data, AI Customer Output, or use of the Service that has been aggregated and/or de-identified such that it does not identify, and cannot reasonably be used to identify, Customer or any individual.

1.2 “AI Customer Input” means information, data, film, text, prompts, images, or other content that is input, uploaded, or submitted by or on behalf of Customer or any Authorized User to or through an AI Feature.

1.3 “AI Customer Output” means all reports, summaries, scores (including any FalconEye Score), analytics, tendency profiles, rankings, practice plans, and other results, content, and deliverables that the Service generates or makes available to Customer. Substantially all AI Customer Output is generated through AI Features using Third-Party AI Technology. AI Customer Output does not include the Program Materials or the FalconEye IP embodied in or used to generate it.

1.4 “AI Feature” means any feature, functionality, or component of the Service that incorporates, uses, or employs any AI Technology, including the film-analysis, scouting, tendency-tracking, scoring, and ranking

features.

1.5 “AI Technology” means machine learning, deep learning, and other artificial intelligence technologies, including models (such as large language models), neural networks, and other AI tools, and all software implementations of the foregoing, whether developed by FalconEye or incorporated from third parties.

1.6 “AUP” means FalconEye’s Acceptable Use Policy (located at <https://www.falconeyefaceoff.com/aup>), as FalconEye may update from time to time in accordance with Section 14.11, which is incorporated into this Agreement by reference.

1.7 “Authorized Users” means Customer’s coaches, athletic staff, administrators, and student-athletes who are provisioned accounts by Customer’s designated Admin(s) in accordance with Section 4.

1.8 “Customer Data” means all data, film, statistics, scouting notes, player information, and other content uploaded, input, submitted to, or provided to the Service by or on behalf of Customer or its Authorized Users, including all AI Customer Input, all Personal Information contained therein, and any Student Data. Customer Data does not include Usage Data, Aggregated and De-Identified Data, AI Customer Output, or Program Materials.

1.9 “DPA” means the FalconEye Data Processing Addendum entered into between the Parties and incorporated into this Agreement by reference as set forth in Section 14.11.

1.10 “Documentation” means FalconEye’s then-current end-user guides and help materials made generally available to subscribers of the Service.

1.11 “FalconEye Score” means the composite rating that the Service generates for an individual player from performance data, derived by FalconEye’s proprietary methodology and not solely from raw statistics.

1.12 “Nest Rankings” means the ranking list of players (showing a player’s name, school or program, and FalconEye Score) that FalconEye makes available to holders of an active FalconEye subscription, as described in Section 6.10.

1.13 “Order Form” means the ordering document(s) attached as Exhibit A, or executed separately by the Parties, specifying the subscription tier, fees, term, and number of authorized seats or accounts.

1.14 “Personal Information” means information within Customer Data that identifies, relates to, or could reasonably be used to identify a natural person, including a student-athlete’s name, image, and performance information and any Student Data.

1.15 “Program Materials” means the Service and the FalconEye platform, together with the underlying software, algorithms, data models, analytic and scoring methodologies (including the methodology used to generate any FalconEye Score), report and output formats and templates, Usage Data, Aggregated and De-Identified Data, and all improvements to and derivatives of any of the foregoing, in each case as developed, generated, or maintained by or for FalconEye. Program Materials do not include Customer Data or the specific content of any AI Customer Output generated for Customer.

1.16 “Student Data” means any Customer Data that constitutes an “education record” under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations (“FERPA”), including personally identifiable information about a student-athlete.

1.17 “Subscription Term” means the period described in Section 3 during which Customer is entitled to access the Service.

1.18 “Usage Data” means data and information that FalconEye collects or generates regarding the configuration, access, use, performance, and operation of the Service (such as log, device, and telemetry data), which does not identify, and is not used by FalconEye to identify, Customer or any individual.

1.19 “Privacy Policy” means FalconEye’s privacy policy (located at <https://www.falconeyefaceoff.com/privacy>), as FalconEye may update from time to time, which describes how FalconEye collects, uses, and discloses information in connection with the Service.

2. THE SERVICE; LICENSE GRANT

2.1 Access. Subject to Customer’s payment of all applicable fees and compliance with this Agreement, FalconEye grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service and Documentation during the Subscription Term, solely for Customer’s internal athletic operations and solely by Authorized Users.

2.2 Features by Tier. The specific modules and features available to Customer (e.g., self-scout tools, wing/circle play analytics, live tracker, practice plans, global search, player comparison, PDF export) are determined by the subscription tier identified on the Order Form and may be modified by mutual written agreement or an updated Order Form.

2.3 Restrictions. Customer shall not, and shall not permit any Authorized User or third party to: (a) copy, modify, or create derivative works of the Service or Program Materials; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any source code, model, model weights or parameters, algorithm, or other underlying AI Technology or software component of the Service; (c) sell, resell, rent, lease, sublicense, distribute, or otherwise provide the Service, Program Materials, or any AI Customer Output to any third party outside of Customer’s own athletic program; (d) remove or obscure any proprietary notices; (e) use the Service, Program Materials, or any AI Customer Output to develop, train, or improve any AI Technology or to build or develop a competing or similar product or service; (f) use web scraping, web harvesting, or other data-extraction methods to extract data from the Service or any AI Customer Output; (g) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (h) share account access outside of Customer’s authorized program staff and Authorized Users. Customer and its Authorized Users shall comply with the AUP, which is incorporated into this Agreement by reference.

2.4 Reservation of Rights. FalconEye reserves all rights not expressly granted to Customer in this Agreement.

2.5 Third-Party AI Technology. The AI Features are a core component of the Service, and Customer acknowledges that substantially all AI Customer Output is generated through AI Features using AI Technology made available by third-party providers (including foundation models offered by Google and Anthropic) (“Third-Party AI Technology”). For example, uploaded video is processed by Google (Gemini), and images, documents, scouting analyses, practice plans, drills, and game plans are processed by Anthropic (Claude), in each case to generate AI Customer Output; and the “Ask FalconEye” feature is powered by Anthropic (Claude), operates on a customer-specific basis, and is designed to access only the requesting Customer’s own data. Third-Party AI Technology constitutes third-party materials, and FalconEye does not develop, control, or operate the underlying models. Third-Party AI Technology, and the AI Customer Output it generates, may be subject to the applicable third-party providers’ terms, and Customer shall comply, and

cause its Authorized Users to comply, with any such terms that FalconEye makes available. FalconEye may change, add, or replace its Third-Party AI Technology providers from time to time in accordance with Section 6.6. FalconEye is not responsible for, and makes no representation or warranty regarding, the operation, availability, accuracy, or output of any Third-Party AI Technology, and the disclaimers in Section 9 and the limitations in Section 10 apply to the AI Features and all AI Customer Output.

3. SUBSCRIPTION TERM & RENEWAL

3.1 Initial Term. This Agreement begins on the Effective Date and continues for the initial term set forth on the Order Form (the “Initial Term”).

3.2 Automatic Renewal. Following the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term,” and together with the Initial Term, the “Subscription Term”), unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

3.3 Fee Adjustments on Renewal. FalconEye may adjust subscription fees for a Renewal Term upon at least sixty (60) days’ prior written notice to Customer.

4. ACCOUNTS & AUTHORIZED USERS

4.1 Admin. Customer shall designate one or more program administrators (“Admins”) responsible for provisioning, managing, and deactivating Authorized User accounts, including any limited player accounts issued to student-athletes. Student-athletes do not self-register.

4.2 Responsibility for Accounts and Uploaded Content. Customer is responsible for (a) the accuracy of information provided to establish accounts, (b) maintaining the confidentiality of login credentials issued to its Authorized Users, (c) all access to and activity occurring under Customer’s accounts, whether or not authorized, except to the extent caused by FalconEye’s breach of this Agreement, and (d) the accuracy, quality, legality, and integrity of, and Customer’s rights and consents to provide, all Customer Data and other content uploaded, input, submitted, or generated through the Service by Customer or any Authorized User. Customer, each Authorized User, and any other person who accesses or uses the Service is responsible for all content that they upload, input, submit, or generate and for all activity conducted under their credentials, and Customer shall be liable for any act or omission of any Authorized User that would constitute a breach of this Agreement if taken by Customer.

4.3 Seat Limits. Customer’s use of the Service is limited to the number of Authorized User seats or accounts purchased under the applicable Order Form. Additional seats may be added at the then-current per-seat rate.

5. FEES & PAYMENT

5.1 Subscription Fees. FalconEye offers new Customers a fourteen (14) day free trial of the Service at no charge. Unless Customer cancels before the end of the trial period, the subscription will automatically convert to a paid subscription, and Customer shall pay the subscription fees set forth on the Order Form (the “Fees”). Unless otherwise stated on the Order Form, Fees are invoiced annually in advance.

5.2 Payment Terms. Invoices are due within thirty (30) days of the invoice date. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Customer shall

reimburse FalconEye for all reasonable costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection-agency fees. Access to the Service is conditioned on timely payment: FalconEye may suspend Customer's access to the Service immediately upon written notice (see 14.5) for any invoice not paid when due, and access will not be reinstated until all outstanding amounts, plus any accrued interest, are paid in full.

5.3 Taxes. Fees are exclusive of applicable sales, use, or similar taxes, which, if applicable, are Customer's responsibility, excluding taxes based on FalconEye's net income.

5.4 No Refunds. Except as expressly provided in this Agreement, Fees are non-cancelable and non-refundable.

5.5 Records; Verification. Customer shall maintain complete and accurate records sufficient to verify its compliance with the seat, account, and usage limits and other terms of this Agreement and the applicable Order Form. Upon reasonable prior written notice and no more than once per year, FalconEye may verify Customer's use of the Service against those limits. If verification reveals use in excess of the purchased seats, accounts, or scope, Customer shall promptly pay the additional Fees for such excess use at the then-current rates, together with interest in accordance with Section 5.2.

6. STUDENT DATA, PRIVACY & FERPA

6.1 Ownership. As between the Parties, Customer owns all Customer Data, including all Personal Information and Student Data. FalconEye acquires no ownership of, and no rights in, Customer Data, Personal Information, or Student Data other than the limited rights necessary to provide the Service and as expressly set forth in this Agreement and the DPA. As between the Parties, FalconEye owns all right, title, and interest in and to the Program Materials, the Usage Data, and the Aggregated and De-Identified Data, together with all intellectual property rights therein..

6.2 School Official Designation. To the extent the Service involves access to Student Data protected under FERPA, FalconEye will be treated as a "school official" with a "legitimate educational interest" in such data, performing an institutional service or function for which Customer would otherwise use its own employees, under the direct control of Customer with respect to the use and maintenance of Student Data, consistent with 34 C.F.R. § 99.31(a)(1). FalconEye shall use Student Data solely to provide, maintain, and improve the Service for Customer, and for no other purpose (the "Authorized Educational Purpose"), and shall not sell Student Data, use it for targeted advertising, or use it to amass a profile about a student except in furtherance of the Authorized Educational Purpose. FalconEye shall not disclose education records to any third party except as directed by Customer or as required by law, and shall use education records only for the purposes for which the disclosure was made. Customer is responsible for designating FalconEye as a "school official" in its FERPA notification and policy, using reasonable methods to control access to education records, and providing any notices to parents, guardians, or eligible students required under FERPA.

6.3 Security Measures. FalconEye shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data, as further described in the FalconEye Security Overview and the DPA, including encryption of Customer Data in transit and at rest, role-based access controls, and routine security review.

6.4 Breach Notification. FalconEye shall notify Customer without undue delay, and in no event later than five (5) business days thereafter, after confirming a security incident involving unauthorized access to or disclosure of Customer Data, as further described in the DPA, and shall provide information reasonably requested by Customer to help Customer meet its own legal notification obligations.

6.5 Data Return / Deletion. Upon termination or expiration of this Agreement, and upon Customer's written request (see 14.5) made within thirty (30) days thereafter, FalconEye shall, within a commercially reasonable time not to exceed thirty (30) days after such request, provide Customer a copy of its Customer Data in a standard export format and thereafter delete Customer Data from its production systems, except as required to be retained by law or contained in routine backup archives (subject to continued confidentiality and security obligations). If this Agreement or the applicable Order Form is terminated by FalconEye for Customer's breach or violation of this Agreement (including uncured non-payment of Fees, breach of Section 2.3, or violation of the AUP), then, notwithstanding the foregoing, FalconEye may (a) suspend or terminate Customer's and its Authorized Users' access to the Service and to any self-service export tools immediately; (b) decline to provide any extended wind-down, transition, or migration assistance; and (c) condition FalconEye's provision of an export of Customer Data on Customer's payment of all undisputed amounts then due; provided that, upon Customer's written request, FalconEye shall in all events either return Customer Data to Customer in a standard export format or delete it, and shall return or delete Customer Data as and when required by applicable law.

6.6 Subprocessors. FalconEye may engage third-party subprocessors (including cloud hosting, third-party AI, payment processing, and email providers) to provide the Service, as identified in the FalconEye Subprocessor List and further addressed in the DPA. FalconEye will impose on such subprocessors confidentiality and data-protection obligations no less protective than those in this Section 6 and the DPA, will provide notice of a new subprocessor at least thirty (30) days before that subprocessor begins processing Customer Data (by email or by posting an updated Subprocessor List), and will give Customer a reasonable opportunity during that period to object on reasonable data-protection grounds.

6.7 Eligibility; No Use by Children Under 13. The Service is intended for use by individuals who are at least 13 years of age. The Service is not directed to, or designed or marketed for use directly by, children under the age of 13, and FalconEye does not knowingly collect personal information directly from any child under 13. Student-athlete accounts are provisioned and controlled solely by Customer's authorized staff; student-athletes do not self-register. Customer represents, warrants, and covenants that it will not provision a player account for, and will not upload, input, or submit Customer Data containing Personal Information of, any individual under the age of 13, and that it will not supply to FalconEye any date of birth (including year), grade level, or other information provided for the purpose of establishing that an individual is under 13. If FalconEye becomes aware that it has collected Personal Information relating to an individual under 13, FalconEye may suspend or terminate the affected account and delete the associated Personal Information, and Customer shall reasonably cooperate to remediate the matter.

6.8 State Student-Data-Privacy Laws. Where Customer is subject to a state student-data-privacy law, FalconEye shall, with respect to Student Data: (a) limit internal access to those with a legitimate educational interest; (b) use Student Data only for the purposes authorized in this Agreement; (c) not disclose Student Data to any other party without authorization except as required by law or to authorized subprocessors bound by obligations no less protective than those in this Agreement and the DPA; (d) maintain reasonable administrative, technical, and physical safeguards, including encryption of Student Data in transit; (e) not

sell Student Data or use it for targeted advertising; and (f) delete or return Student Data upon Customer's request or upon expiration or termination in accordance with Section 6.5. As between the Parties, pupil records remain the property and under the control of Customer, and the Parties shall cooperate in good faith to execute any additional data-privacy exhibit or "parents' bill of rights" supplemental information reasonably required to comply with such law.

6.9 Administrative and Security Access. Customer acknowledges that FalconEye maintains administrative and backend access to the environment in which Customer Data is hosted and stored for the limited purposes of administering, operating, maintaining, and securing the Service; monitoring for, investigating, and responding to security incidents, suspected unauthorized access, credential sharing, or misuse; performing technical support and maintenance; and, where FalconEye reasonably determines it necessary during a security event or other operational issue, suspending, restricting, disabling, or taking down all or part of the Service. FalconEye does not, in the ordinary course of business, access, review, or use the contents of Customer Data for any business purpose, and accesses the contents of Customer Data only where reasonably necessary for the purposes described in this Section, under Customer's direct control with respect to Student Data, and subject to the confidentiality, security, use-limitation, and FERPA obligations of this Agreement and the DPA.

6.10 Community and Nest Rankings. FalconEye may compile Aggregated and De-Identified Data reflecting win-percentage-style performance across multiple customers for FalconEye's internal reporting and product-improvement purposes (the "Community Rankings"); the Community Rankings are used solely by FalconEye and are not shown to other customers. In addition, FalconEye may make available to holders of an active FalconEye subscription the Nest Rankings, showing a player's name, school or program, and FalconEye Score, sourced only with respect to players whose program has affirmatively opted in in writing, and for whom Customer represents that it has provided any FERPA notice and obtained any consent (including, for any individual who is a minor, verifiable parental consent) and any name, image, and likeness or right-of-publicity consent required by applicable law. Customer may opt its program out of contributing any of its scouted data to the Nest Rankings at any time by written request to FalconEye. FalconEye does not sell or license underlying scouting statistics to any third party without Customer's separate written consent.

7. INTELLECTUAL PROPERTY

7.1 FalconEye IP. FalconEye and its licensors retain all right, title, and interest in and to the Service, the Documentation, and all underlying software, algorithms, designs, and technology ("FalconEye IP"), including all intellectual property rights therein. No rights are granted to Customer except as expressly set forth in this Agreement.

7.2 Feedback. If Customer provides feedback or suggestions regarding the Service, FalconEye may use such feedback without restriction or obligation to Customer. Customer hereby assigns to FalconEye on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and FalconEye is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the feedback, for any purpose whatsoever, although FalconEye is not required to use any Feedback.

7.3 Usage Data; Aggregated and De-Identified Data. FalconEye may collect and use Usage Data, and may create, use, and make publicly available Aggregated and De-Identified Data, to operate, maintain, develop, train, improve, benchmark, and secure the Service and AI Features and for FalconEye's other lawful business

purposes. FalconEye shall not use Student Data or other Personal Information of any student-athlete to train, retrain, or improve any AI Technology except in Aggregated and De-Identified Data form, and shall not sell Personal Information or use it for targeted advertising.

7.4 Ownership and License of Program Materials and Output.

(a) FalconEye Materials. As between the Parties, FalconEye is and will remain the sole and exclusive owner of all right, title, and interest in and to the Program Materials, the Usage Data, and the Aggregated and De-Identified Data, together with all intellectual property rights therein, including in the analytic and scoring methodologies, models, output formats and templates, and improvements embodied in or used to generate any AI Customer Output. Nothing in this Section grants FalconEye ownership of Customer Data, Personal Information, or Student Data.

(b) AI Customer Output; Rights During Subscription Term. As between the Parties, and to the extent permitted by applicable law, Customer holds all rights in the AI Customer Output generated for Customer, subject to FalconEye's ownership of the Program Materials and FalconEye IP embodied therein and to any applicable third-party rights. Subject to Customer's continued compliance with this Agreement and payment of all Fees, FalconEye grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access, use, display, and download the AI Customer Output generated for Customer, solely for Customer's internal athletic operations, during the Subscription Term.

(c) Export of Output; Retention After Termination. During the Subscription Term (and during any wind-down period provided under Section 6.5), Customer may request and export copies of the AI Customer Output that FalconEye makes available for export, in a standard export format. With respect to AI Customer Output that Customer so exports, Customer may retain and use those exported copies for Customer's internal athletic operations after the expiration or termination of the Subscription Term and this Agreement, subject to applicable law, any applicable third-party rights, the confidentiality obligations in Section 8, the use restrictions in Section 2.3 and the AUP, and FalconEye's continuing ownership of the Program Materials and FalconEye IP. This retention right applies only to AI Customer Output actually exported by Customer and does not extend to the Program Materials, the Service, or any AI Customer Output that remains resident in the Service. Notwithstanding the foregoing, if this Agreement or the applicable Order Form is terminated by FalconEye for Customer's breach or violation of this Agreement (including uncured non-payment of Fees, breach of Section 2.3, or violation of the AUP), Customer's export and retention rights in AI Customer Output under this Section 7.4(c) shall not apply, and FalconEye may cease Customer's access without providing any further opportunity to export AI Customer Output.

(d) Termination of Access to Non-Exported Output. Except for AI Customer Output that Customer has exported and is entitled to retain under Section 7.4(c), Customer's license and right to access the AI Customer Output and Program Materials automatically terminate upon the expiration or termination of the Subscription Term or this Agreement, and upon such expiration or termination Customer's access to any AI Customer Output that it has not exported, and to the Program Materials, will cease.

8. CONFIDENTIALITY

8.1 Definition. "Confidential Information" means non-public information disclosed by either Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, including scouting data, pricing, and this Agreement's terms.

8.2 Obligations. Each Party shall (a) protect the other Party's Confidential Information using at least the same degree of care it uses for its own confidential information of similar nature, but no less than a reasonable degree of care, and (b) use such Confidential Information solely to perform its obligations or exercise its rights under this Agreement, and (c) not disclose such Confidential Information except to its employees, contractors, and advisors who have a need to know it for such purposes and who are bound by confidentiality obligations no less protective than those in this Section 8.

8.3 Exclusions. Confidential Information does not include information that is or becomes publicly available through no fault of the receiving Party, was rightfully known prior to disclosure, is rightfully obtained on a non-confidential basis from a third party, or is independently developed without use of the disclosing Party's Confidential Information.

8.4 Compelled Disclosure. The receiving Party may disclose Confidential Information to the limited extent required to comply with the order of a court or other governmental body or as otherwise required by law, provided that the receiving Party, where legally permitted, first gives the disclosing Party reasonable prior written notice and reasonable cooperation, at the disclosing Party's expense, to seek a protective order or other confidential treatment.

8.5 Duration; Return. Each Party's confidentiality obligations continue during the Subscription Term and for five (5) years thereafter, except that Confidential Information that constitutes a trade secret remains protected for as long as it qualifies as a trade secret under applicable law. Upon expiration or termination of this Agreement, and at the disclosing Party's written request, the receiving Party shall return or destroy the disclosing Party's Confidential Information in its possession, except for copies retained in routine backups or as required by law (which remain subject to this Section 8). With respect to Customer Data, this Section 8.5 is subject to Sections 6.5 and 7.4(c), including the limitations on FalconEye's export and return obligations where this Agreement is terminated for Customer's breach or violation.

9. WARRANTIES & DISCLAIMERS

9.1 Mutual Authority. Each Party represents that it has the full right, power, and authority to enter into this Agreement.

9.2 Service Warranty. FalconEye warrants that, for thirty (30) days following the Effective Date (the "Warranty Period"), the Service will materially conform to the Documentation. Customer must notify FalconEye in writing of any non-conformity during the Warranty Period, or the warranty is waived. As Customer's sole and exclusive remedy, and FalconEye's entire liability, for breach of this warranty, FalconEye will, at its option, either (a) use commercially reasonable efforts to correct the non-conformity, or (b) terminate the affected Order Form and refund Customer any prepaid, unused Fees for the terminated portion of the then-current term.

9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS," AND FALCONEYE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FALCONEYE FURTHER DISCLAIMS ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FALCONEYE MAKES NO WARRANTY THAT THE SERVICE OR ANY AI CUSTOMER OUTPUT WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE OR SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, AND DOES NOT WARRANT

THAT ALL SCOUTING OUTPUTS OR PREDICTIVE ANALYTICS WILL BE ACCURATE. FALCONEYE DOES NOT GUARANTEE ANY SPECIFIC IMPROVEMENT IN FACEOFF OR DRAW-CONTROL WIN PERCENTAGE, INDIVIDUAL OR TEAM PERFORMANCE, OR OVERALL GAME OR SEASON OUTCOMES AS A RESULT OF USING THE SERVICE.

9.4 No Professional or Medical Advice; Assumption of Risk. The Service provides informational, statistical, and analytical tools to assist coaching staff and is not a substitute for the independent professional, medical, or safety judgment of Customer's coaches, athletic trainers, and medical personnel. All practice plans, drills, tendency reports, and other outputs generated by the Service are suggestions only. Customer retains sole responsibility for evaluating, modifying, and supervising the implementation of any such outputs, including for the health and safety of its student-athletes. FalconEye makes no representation or warranty regarding, and assumes no liability for, any competitive outcome, recruiting decision, coaching decision, or injury resulting from Customer's or any Authorized User's use or implementation of the Service.

9.5 AI Output Acknowledgment. Customer acknowledges that, given the nature of AI Technology, AI Customer Output (a) may be inaccurate, incomplete, or biased; (b) may be the same as or similar to output the Service generates for other customers and is not necessarily unique; and (c) may not qualify for intellectual property protection. Customer is solely responsible for evaluating AI Customer Output, including by human review, for accuracy, completeness, and suitability before using, relying on, or distributing it, and for its decisions, actions, and omissions in reliance on any AI Customer Output.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ENHANCED, EXEMPLARY, OR PUNITIVE DAMAGES; ANY LOSS OF PROFITS, REVENUE, BUSINESS, OR DATA; ANY LOSS OF GOODWILL OR REPUTATION; ANY COST OF REPLACEMENT GOODS OR SERVICES; OR ANY INTERRUPTION, DELAY, OR RECOVERY OF DATA, IN EACH CASE ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE.

10.2 Cap. EXCEPT FOR (A) CUSTOMER'S PAYMENT OBLIGATIONS, (B) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 (WHICH ARE SEPARATELY LIMITED AS SET FORTH THEREIN), AND (C) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10.3 Basis of the Bargain. The Parties acknowledge that the limitations in this Section 10 are an essential basis of the bargain and that the Fees reflect the allocation of risk set forth herein.

10.4 Excluded Outcomes. WITHOUT LIMITING THE FOREGOING, FALCONEYE SHALL HAVE NO LIABILITY FOR ANY CLAIM RELATING TO ATHLETIC PERFORMANCE, GAME OR COMPETITION OUTCOMES, RECRUITING DECISIONS, ELIGIBILITY DETERMINATIONS, OR STUDENT-ATHLETE INJURY, TO THE EXTENT ARISING FROM CUSTOMER'S OR ITS AUTHORIZED USERS' RELIANCE ON OR IMPLEMENTATION OF ANY OUTPUT OF THE SERVICE.

11. INDEMNIFICATION

11.1 By FalconEye. Subject to Section 11.3, FalconEye shall defend Customer against any third-party claim alleging that the Service, as provided by FalconEye and used in accordance with this Agreement and the Documentation, infringes such third party's U.S. intellectual property rights, and shall indemnify Customer for damages finally awarded, provided Customer promptly notifies FalconEye of the claim, grants FalconEye sole control of the defense and settlement, and provides reasonable cooperation. FalconEye has no obligation under this Section 11.1 for any claim arising from (a) modification of the Service by anyone other than FalconEye, (b) combination of the Service with any product, data, or service not provided by FalconEye, (c) Customer's use of the Service in violation of this Agreement or the Documentation, (d) continued use of the allegedly infringing Service after FalconEye provides a non-infringing alternative at no material loss of functionality, (e) Customer Data or any AI Customer Input, or (f) any Third-Party AI Technology or other third-party products, services, or materials.

11.2 By Customer. Customer shall defend and indemnify FalconEye against any third-party claim arising from (a) Customer's or any Authorized User's misuse of the Service, (b) breach of this Agreement, (c) violation of applicable law, including any claim arising from Customer's provisioning of accounts or handling of Student Data outside the scope of this Agreement, (d) any injury, personal injury, or property damage arising from Customer's or its coaching staff's implementation of any practice plan, drill, or other output generated by the Service, or (e) any Third-Party AI Technology, any AI Customer Input or other Customer Data, or any AI Customer Output (including any claim that AI Customer Output infringes, misappropriates, or violates the rights of any third party).

11.3 Sole Remedy; Cap on FalconEye's Indemnification. If the Service becomes, or FalconEye reasonably believes it may become, the subject of an infringement claim, FalconEye may, at its option and expense: (a) procure the right for Customer to continue using the Service; (b) modify or replace the Service to be non-infringing without material loss of functionality; or (c) terminate the affected Order Form and refund Customer any prepaid, unused Fees for the terminated portion of the then-current term. This Section 11 states FalconEye's entire liability, and Customer's sole and exclusive remedy, for any infringement claim, and FalconEye's aggregate liability under Section 11.1 shall not exceed two (2) times the total Fees paid by Customer under this Agreement in the twelve (12) months preceding the claim.

12. TERMINATION

12.1 Termination for Cause. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice. Following expiration of any free trial period, Customer's failure to pay undisputed Fees when due constitutes a material breach of this Agreement, and FalconEye may terminate this Agreement or the applicable Order Form if such non-payment is not cured within ten (10) days after written notice. In addition, FalconEye may terminate this Agreement immediately upon written notice if Customer breaches Section 2.3 (Restrictions), Section 8 (Confidentiality), or the AUP. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, is generally unable to pay its debts as they become due, makes a general assignment for the benefit of creditors, or becomes the subject of any bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days.

12.2 Effect of Termination. Upon termination or expiration, Customer's access to the Service will cease, Customer shall pay all Fees accrued through the effective date of termination, and no termination or

expiration entitles Customer to any refund except as expressly provided in this Agreement. Except for AI Customer Output that Customer has exported and is entitled to retain under Section 7.4(c), Customer shall promptly cease all use of, and delete or destroy all copies of, the Program Materials, the Documentation, and any other FalconEye IP in its possession or control. Sections 1, 5.2, 5.4, 5.5, 6.1, 6.5, 6.7, 6.8, 6.9, 6.10, 7, 8, 9.3, 9.5, 10, 11, 12.2, and 14 shall survive termination.

12.3 Suspension. In addition to its rights under Section 5.2, FalconEye may suspend Customer's or any Authorized User's access to any portion or all of the Service if FalconEye reasonably determines that (a) there is a threat or attack on, or security risk to, the Service or the Program Materials; (b) Customer's or an Authorized User's use disrupts or poses a security risk to the Service or to any other customer; (c) Customer or an Authorized User is using the Service for fraudulent or illegal activity or in violation of the AUP; (d) FalconEye's provision of the Service is prohibited by applicable law; or (e) a subprocessor or other vendor has suspended or terminated FalconEye's access to a third-party service required to provide the Service. FalconEye will use commercially reasonable efforts to notify Customer and to restore access promptly after the cause of the suspension is resolved. FalconEye will have no liability for any damage, loss, or other consequence Customer or any Authorized User incurs as a result of a suspension made in accordance with this Section 12.3 or Section 5.2.

12.4 Termination for Convenience by FalconEye. FalconEye may terminate this Agreement, or discontinue the Service generally, for convenience upon thirty (30) days' prior written notice, in which case FalconEye shall refund Customer any prepaid, unused Fees for the terminated portion of the then-current term.

13. SUPPORT

13.1 Support Services. FalconEye will provide reasonable email and/or phone technical support to Customer's Admins during FalconEye's standard business hours, as further described in Exhibit B (if attached), or as otherwise agreed in writing.

13.2 Maintenance. FalconEye may perform scheduled maintenance on the Service, and will use commercially reasonable efforts to provide advance notice of any maintenance expected to cause a material service interruption.

14. GENERAL PROVISIONS

14.1 Governing Law. This Agreement is governed by the laws of the State of Pennsylvania, without regard to its conflict of laws principles.

14.2 Dispute Resolution; Arbitration. The Parties shall first attempt in good faith to resolve any dispute through negotiation between designated representatives for at least thirty (30) days. Any dispute not so resolved shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, in Delaware County, Pennsylvania. Judgment on the award may be entered in any court of competent jurisdiction. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. Notwithstanding the foregoing, either Party may seek injunctive relief in a court of competent jurisdiction to protect its intellectual property or Confidential Information.

14.3 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without FalconEye's prior written consent, not to be unreasonably withheld. FalconEye may assign this Agreement, in whole or in part, without Customer's consent, including in connection with a merger, acquisition,

financing, reorganization, or sale of assets. Any purported assignment or transfer in violation of this Section is null and void, and no assignment relieves the assigning Party of its obligations under this Agreement. This Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns.

14.4 Force Majeure. Neither Party shall be liable for delays or failures in performance (other than Customer's payment obligations) resulting from causes beyond its reasonable control, including natural disasters, acts of government, labor disputes, epidemics, or internet or utility failures, provided the affected Party uses reasonable efforts to resume performance as soon as practicable.

14.5 Notices. Notices under this Agreement shall be in writing and delivered to the address **502 W 7th St STE 100, Erie, Erie County, PA 16502**, (or such other address as a Party may designate in writing), and shall be deemed given upon receipt if delivered by hand, reputable courier, or email with confirmation of receipt.

14.6 Entire Agreement. This Agreement, including all Exhibits and any Order Forms, and the AUP and DPA incorporated by reference, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings, or communications, whether written or oral, including any prior FalconEye Terms of Service with respect to Customer.

14.7 Amendment; Waiver. This Agreement may be amended only by a written instrument signed by both Parties. No waiver of any provision shall be effective unless in writing and signed by the waiving Party, and no waiver shall be construed as a continuing waiver.

14.8 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

14.9 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship.

14.10 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

14.11 Acceptable Use Policy; Data Processing Addendum; Order of Precedence. Customer and its Authorized Users shall comply with the AUP, which FalconEye may update from time to time by posting an updated version and which is incorporated into this Agreement by reference. FalconEye will notify Customer of material changes to the AUP by email or in-app notice at least ten (10) days before they take effect, and Customer's continued use of the Service after the effective date constitutes acceptance. FalconEye's processing of personal information in connection with the Service is governed by the DPA, which supplements and is incorporated into this Agreement by reference. FalconEye maintains a public-facing Privacy Policy describing its information practices. FalconEye's processing of Customer Data and other personal information in connection with the Service is governed by this Agreement and the DPA. In the event of a conflict, the following order of precedence governs: (a) with respect to the processing of personal information, the DPA controls over the body of this Agreement, the Exhibits, the AUP, and any Order Form; (b) otherwise, the body of this Agreement controls over the Exhibits, the AUP, and any Order Form; and (c) the AUP controls over the body of this Agreement solely with respect to the specific use conduct it governs.

14.12 Equitable Relief. Each Party acknowledges that a breach or threatened breach of Section 2.3 (Restrictions), Section 8 (Confidentiality), or any provision protecting the other Party's intellectual property

would cause the non-breaching Party irreparable harm for which monetary damages would be an inadequate remedy, and that the non-breaching Party is entitled to seek equitable relief, including a temporary restraining order, injunction, and specific performance, without any requirement to post a bond or other security and without prejudice to any other remedy available at law or in equity.

14.13 Export Compliance. Customer shall comply with all applicable U.S. export-control and sanctions laws and regulations in connection with its use of the Service, and shall not export, re-export, or make the Service or any AI Customer Output available to any prohibited person, entity, or destination.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FALCONEYE-FACEOFF INTELLIGENCE SYSTEM LLC

[INSTITUTION / ATHLETIC DEPARTMENT]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A — ORDER FORM

Customer Information

- Institution / Athletic Department: **[NAME]**
- Billing Contact: **[NAME, EMAIL, PHONE, ADDRESS,CITY,COUNTY,STATE]**
- Primary Admin(s): **[NAME(S), EMAIL(S)]**

Subscription Details

- Subscription Tier: **[Trainer/Team/College/Pro] - [Trainer/Scout/Contender/Champion]**
- Included Modules: Self-Scout · Wing Play · Circle Play · Live Tracker · Practice Plans/Drills · Global Search · Player Comparison · PDF Export · Recruiting· Nest Rankings (mark as included/excluded per tier)
- Number of Authorized User Seats: **[#]** staff / **[#]** student-athlete accounts
- Annual Subscription Fee: **[\$[AMOUNT]**
- Pricing Terms: **[PRICING TERMS]**
- Initial Term: **[#]** year(s), beginning **[START DATE]**
- Billing Frequency: Annual, in advance
- Implementation / Onboarding Fee (if any): **[\$[AMOUNT]**
- Add-Ons (if any): **[ADD-ONS]**
- Total Annual Contract Value: **[\$[TOTAL ANNUAL VALUE]**
- Total Contract Value (Initial Term): **[\$[TOTAL CONTRACT VALUE]**

Acknowledgment

This Order Form is subject to and incorporates the terms of the Software Subscription Agreement between the Parties.

FALCONEYE-FACEOFF INTELLIGENCE SYSTEM LLC

[INSTITUTION / ATHLETIC DEPARTMENT]

By: _____

By: _____

Date: _____

Date: _____