

TERMS OF USE AGREEMENT

1. Parties and Terms. This Terms of Use Agreement (“Agreement”) between the user (“User” or “Users”) and CoachTech, LLC (“Company”) governs User’s use of the information, software, application, products, plug-ins, and services available through CoachTechSoccer.com (“Site”). Data collection and usage of the products, applications, tools, services, software, platform and websites (collectively Services) are provided by Site. This Agreement becomes effective immediately after User’s agreement, occurring as outlined herein.

2. User Accepts this Agreement. User agrees that by using the Site they are at least sixteen (16) years of age, and are legally able to enter into a contract. Use of the Site or any associated applications or application plug-ins constitutes the User’s acceptance of and agreement to this Agreement, and all terms and conditions provided for herein, including any arbitration provisions and class action waivers. User agrees it is User’s duty and responsibility to periodically review this Agreement. If the User finds that they do not agree to the terms and conditions of the Agreement, User agrees that they will immediately discontinue use of the Site.

3. Governing Law and Venue. This Agreement will be governed solely by the laws of the state of Texas. User irrevocably consents to the personal and exclusive jurisdiction of the federal and state courts located in Harris County, Texas, and the Southern District Court of Texas.

4. Description of Site and Services to be Rendered. Site provides an online portal to provide educational services for on-field soccer coaches and technical soccer directors on how video and data analysis can aid their coaching methods. User understands that Site provides self-help tools only.

Any timelines for any services or products provided by the Site are estimates only; actual time of delivery of services or products may vary.

5. Dependencies and User’s Responsibilities. Any legal matters that arise as a result of User’s use of the Site will be undertaken solely by the User. User understands that it is User’s responsibility, not Company’s, to obtain representation in such matters. This Site utilizes information and data provided solely by the User. Company assumes no responsibility for the information provided by User, and User agrees that any conflicts that may arise from the use of any Site, Site’s information, or Site’s applications are wholly User’s responsibility.

6. Preservation of Original Documents is User’s Sole Responsibility. User understands that while Site will generate data for the User, Site may delete or remove the data at Site’s discretion. User agrees not to rely on Site to retain any data, information or documents, user input, information or other data, and that it is solely User’s responsibility to retain and preserve any documents generated by the Site.

7. Preservation of Data. User agrees and understands that to process the services performed by Site, such services may involve transmissions over various networks, and changes to conform or

adapt to the technical requirements of connecting networks or devices; accordingly, User agrees and understands that neither Site nor Company have any responsibility for the maintenance or storage of any content maintained or uploaded through the Site, or any liability for deleting or failing to store any such content.

8. Relationship Between Parties. No joint venture, partnership, employment, or agency relationship will be created or currently exists between the User and Company as a result of this agreement. If any relationship is inadvertently formed between User and an employee of Company, or an affiliate participating in the products or services delivered by Site, such relationship shall be limited in scope to that which was communicated between the User and said employee or participating affiliate.

9. The Information on this Site. Any information on this Site, including any software, products, and services included in or available through Site, may be inaccurate or contain spelling or grammatical errors. User understands that there are no representations as to the suitability, reliability, availability, timeliness, and accuracy of information, software, products, services, and related graphics contained on the Site, for any purpose.

10. Modifications and Updates. Information may be periodically added to the Site without notice to User. Company and/or third party contractors may make improvements and/or changes to the Site at any time. Company may revise this Agreement without notice to User. User agrees and understands that User's continued use of Site after such changes have occurred is treated as acceptance of the any new terms and conditions.

11. Warranties. **THERE IS NO WARRANTY THAT:** (A) THE SITE, APPLICATIONS, PRODUCTS, OR MATERIALS WILL MEET USER'S REQUIREMENTS; (B) THE SITE, APPLICATIONS, PRODUCTS, OR MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, PRODUCTS OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; AND (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE SITE, OR IN RELIANCE ON THE SITE OR ITS INFORMATION WILL MEET ANY PERSON'S EXPECTATIONS, INCLUDING BUT NOT LIMITED TO USER'S.

ACCESS TO, USE OF, AND RELIANCE ON COACHTECH'S SITE AND SERVICES, INCLUDING CONTENT ACCESSED THROUGH COACHTECH'S SITE AND SERVICES, IS ENTIRELY AT THE USER'S OWN RISK. ALL SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO WEBSITES, PROGRAMS, SERVICES, FORUMS, AND CONTENT ACCESSED THROUGH WEBSITES, PROGRAMS, SERVICES, AND FORUMS, IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, COACHTECH ALSO DISCLAIMS WARRANTIES FOR OR WITH RESPECT TO:

1. THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF OUR SITES AND SERVICES AND CONTENT ACCESSED THROUGH OUR SITES AND SERVICES;
2. COMPUTER WORMS, VIRUSES, SPYWARE, ADWARE, AND ANY OTHER MALWARE, MALICIOUS CODE, OR HARMFUL CONTENT OR COMPONENTS ACCESSED, RECEIVED, OR DISSEMINATED THROUGH, RELATED TO, OR AS A RESULT OF OUR SITES AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITES AND SERVICES; AND/OR
3. ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, OR COMMUNICATIONS THROUGH, RELATED TO, OR AS A RESULT OF USE OF OUR SITES AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITES AND SERVICES (INCLUDING, WITHOUT LIMITATION, ACCESSED THROUGH ANY LINKS ON OUR SITES AND SERVICES OR IN CONTENT).

THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Some jurisdictions do not allow disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers as to implied warranties may not apply.

12. Third Party Links. From time to time, Company may include links to third party websites or materials on the Site. Links to third party materials, information, or websites, do not create any sponsorships, legal associations with, or endorsements of those linked websites. Company is not responsible for any loss, injury, claim, liability, or damage from the use of linked websites, nor for the contents of any linked websites. Company is not responsible for the information or contents of any linked website.

If User uses any service provided on a linked website, Company will not be responsible for any act or omission of the third party, including the third party's access to or use of User's customer data.

13. Use of Site is at User's Own Risk. Company is not responsible for any loss, injury (including but not limited to epilepsy or other creation or aggravations of medical conditions), claim, liability or damage for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including but not limited to: damages for personal injury,

damage to property due to viruses or other harmful programs, loss of use, data or profits arising out of or in any way connected with the use or performance of the Site or with the delay or inability to use the Site website or related services, or with the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through Site, whether based on contract, tort, negligence, strict liability or otherwise, even if Company has been advised of the possibility of damages. If the User is dissatisfied with any portion of the Site, or with any of the terms and conditions of this Agreement, the User's only remedy is to discontinue using Site immediately. User is using Site at User's own risk.

14. Notice. Company may need to contact User. Company will reasonably attempt to contact User through the information provided by the User; such notices will be deemed received two (2) days after they are sent. User may send written notices pursuant to this Agreement to Oliver Gage at info@coachtechsoccer.com, and such notices will be deemed received ten (10) days after they are received.

15. Privacy. User information will be handled according to the Privacy Policy. The Privacy Policy does not apply to any third-party website or website or service linked to by the Company on the Site, or recommended or referred to through the Site by the Company.

16. No Unlawful or Prohibited Use of Site Allowed. User warrants that User will not use Site for unlawful purposes, or use Site in any prohibited manner, or use Site in any other way prohibited by this Agreement. Prohibited uses of Site include any use which could damage, disable, overburden, or impair the Site or other users of the Site, as well as the uploading, downloading, display, performance, transmission, or other distribution of any content that is false, inaccurate, misleading, libelous, defamatory, obscene, pornographic, abusive, or threatening, or advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation, including but not limited to information that infringes anyone's copyright, patent, trademark, trade secret, or other proprietary right or rights of publicity or privacy, or advertise or otherwise solicit funds or acts in such a way that is a solicitation for goods or services of other parties. Company reserves the right to terminate or delete such material from its servers immediately and without notice or approval from User. User may not hack, "scrape" or "crawl" Site whether directly or through intermediaries such as spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds, or otherwise access or attempt to access any information Company has not intentionally made available to User on its website via purchase and/or subscription.

19. Cooperation. Company will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

20. Information Provided by User. Any materials or information User provides to Site or Company remain under User's ownership. User grants Company and Company's affiliates a

perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to User. Site may display personal testimonials or endorsements for Site by customers, based on information received through surveys. Site will obtain specific consent to use such information as part of the survey. If User wishes to update their testimonial or have it removed, User shall send notice to Site in accordance with these Terms of Use.

User acknowledges that errors, including but not limited to typographical errors, spelling mistakes, incorrectly answered questions due to mis-clicks, or incorrectly answered questions due to inaccurate interpretation of instructions or said questions, may occur during the course of User's use of the Site. Accordingly, User agrees Company shall not be held responsible for any errors or mistakes in any product or service as a result of any error by User.

User consents to the sharing of User's data, inputs, customer information, or any other information gathered by Site with third party affiliates, or with other third parties with whom Company has a contractual relationship to provide requested products, services, or functionality on behalf of Company.

21. Dispute Resolution. Any and all complaints, claims, causes of action, suits, disputes or any other legal assertions between the User and Company or any of its employees, agents, officers, directors, successors or affiliates shall be and must be submitted to binding arbitration in Harris County, Texas, pursuant to the terms and provisions of the American Arbitration Association.

Most disputes, complaints, or concerns may be resolved by contacting CoachTech at info@coachtechsoccer.com. Prior to initiating any formal dispute resolution process, User agrees to contact Company first. If User's dispute, complaint, or concern is not resolved to User's satisfaction within 30 days of contacting Company, User and Company each agree to resolve any claim User may have arising out of or under these Terms of Use to binding arbitration through and governed by the rules of the American Arbitration Association ("AAA"). User and Company agree that User has six (6) months to begin any arbitration proceeding; otherwise User's claim is waived. User agrees to arbitrate User's claim on an individual basis and not as a representative or member of a class. Accordingly, User's claims may not be joined with any other claims and there will be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative. By agreeing to these Terms of Use, User agrees to waive any right to a trial by jury or to bring User's claims through any small claims court or court of general jurisdiction. User agrees that arbitration will be held in Harris County, Texas and that each party will be responsible for its own costs, including any filing, administrative, attorney, and arbitrator fees in accordance with AAA rules. This arbitration provision will survive termination of these Terms.

22. Class Action Suits. These terms require the use of arbitration, on an individual basis, to resolve disputes, rather than jury trials or class actions. Accordingly, User expressly waives the right to proceed with any legal action, other than on an individual basis in an arbitration proceeding described herein. User specifically waives the right to proceed with arbitration in the nature of a class action or a class wide arbitration, and expressly waives the right to proceed in any court on a class basis or class action basis.

23. Termination, Restriction of Access, and Transferability of Rights. Company reserves the right, in its sole discretion, to terminate User's access to the Site and related services at any time, without notice. Rights granted and obligations undertaken under this Agreement may not be transferred, assigned, or delegated by User. Any purported attempts are ineffective. Company retains the right to transfer, assign, or delegate this Agreement without notice to User.

24. Indemnification and Limitation of Liability. User agrees to indemnify and hold Company, and Company's affiliates, agents, and representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of: (a) content that User posted or transmitted (including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive); (b) activity that occurs through or by use of User's account (including, without limitation, all content posted or transmitted and User's interactions with others); (c) User's use of or reliance on any other user's content; and (d) User's violation of this Agreement. This indemnification obligation includes payment of any attorneys' fees and costs incurred by Company or Company's representatives. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification, and User agrees to cooperate with Company's defense of these claims.

User also agrees to indemnify and hold Company and its affiliates and their respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of any third-party claims relating to User's use of the Site and its applications, User's violation of these Terms, or User's violation of any rights of another.

On behalf of User's beneficiaries, heirs, executors, trustees, agents, representatives, and assigns, User agrees to fully release, forever discharge, and hold Company and its affiliates and their respective officers, employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, and actions of any kind and injury (including death) arising out of or relating to User's use of the Site and its applications, tools, products, materials, links, and information. User agrees that this release has been freely and voluntarily consented to and User confirms that User fully understands what User is agreeing to.

USER HEREBY RELEASES COACHTECH AND EACH OF COACHTECH'S REPRESENTATIVES, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS, PREDECESSORS, ASSIGNS, HEIRS, SERVICE PROVIDERS, AND

SUPPLIERS, FROM ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, DIRECT AND INDIRECT, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO OUR SITES AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITES AND SERVICES OR ANY INTERACTIONS WITH OTHERS ARISING OUT OF OR RELATED TO OUR SITES AND SERVICES OR CONTENT ACCESSED THROUGH OUR SITES AND SERVICES. FURTHER, USER EXPRESSLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (AND ALSO ANY SIMILAR LAWS IN OTHER JURISDICTIONS) WHICH PROVIDES: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

EXCEPT AS PROHIBITED BY LAW, USER WILL HOLD COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS’ FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY USER AND/OR USER’S BENEFICIARIES, HEIRS, EXECUTORS, AGENTS, EMPLOYEES, OR ASSIGNS, OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IN NO EVENT WILL (A) COMPANY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$100; AND (B) WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (I) TO LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF RECIPIENT’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section, Company’s liability will be limited to the maximum extent permissible.

25. Intellectual Property Rights. This Site is owned and operated by Company. All right, title and interest in and to the materials provided on this Site and applications, including but not limited to information, documents, forms, logos, graphics, sounds and images (“Materials”) are

owned either by Company or by our respective third party authors, developers, or vendors. Except as otherwise expressly provided by Company, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on this Site or on any applications shall be construed to confer any license for any of Company's intellectual property rights, whether by estoppel, implication or otherwise. CoachTech, CoachTechSoccer.com, the CoachTech logo, all images, text, page headers, custom graphics and button icons are service marks, trademarks and/or trade dress of Company.

Company grants User a limited, personal, non-exclusive, non-transferable license to use our self-help information, software, forms, data, or applications ("Forms") for User's own personal use. Except as otherwise provided, User acknowledges and agrees that User possesses no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Forms in any manner, except for modifications for authorized uses listed herein. User may also print copies of this information, store form files on User's computer, and use hypertext links to reference information. Any other use or redistribution is strictly prohibited.

Any rights not expressly granted herein are reserved by Company, including but not limited to patent, copyright, trademarks, and other proprietary rights to the Forms, including all design, reproduction, use, and sales rights thereto.

26. Resale Prohibited. The Materials on this Site are not for resale, and the use of the Site does not entitle the User to resell any Site Materials or Forms. User warrants that User will not resell or otherwise attempt to benefit, commercially or otherwise, from content belonging to Company without the express written consent of Company.

27. Severability. To the extent permitted by law, Company and its affiliates hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

28. Waiver of Rights. Any failure by Company to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver of that provision or right. Company and Company's affiliates will only be deemed to have waived any rights under this Agreement by a statement in an explicit written waiver. Any rights not expressly granted herein are reserved.

29. Force Majeure. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

30. Entire Agreement. This Agreement, along with any documents referenced by this Agreement, constitutes the entire agreement between User and Company, and supersedes any

prior written or oral agreement. Other than Company's representatives and affiliates, there are no third-party beneficiaries to these agreements.