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License Agreement

This License Agreement ("**Agreement**") is hereby entered into between TrackMan, Inc. ("**TrackMan**" or "**Licensor**") and the Miami University ("**Miami University** or "**Licensee**") (individually as a "**Party**," and collectively the "**Parties**"), as of the 21st Day of November 2022. Purchase Order terms or conditions or other provisions set by the Customer are not binding unless TrackMan expressly agrees upon such terms in writing.

WHEREAS, Licensee desires to license, and TrackMan agrees to provide to Licensee: one (1) Stadium Tracking System ("**Hardware**"), and one (1) License to TrackMan Game Software ("**Software**") (collectively, the "**Stadium Tracking System**" and further described in Exhibit A attached hereto); and

WHEREAS, TrackMan will also provide Licensee with such installation, training, support and other services ("**Services**") described in Exhibit A attached hereto. The Stadium Tracking System and the Services shall be collectively referred to as the "**TrackMan Products**" or the "**Licensed Products**."

NOW THEREFORE, the Parties agree to the terms and conditions set forth below and in Exhibits A, B, C, attached hereto and made part hereof.

The initial term of this Agreement (the "**First License Period**"), unless terminated earlier pursuant hereto, will begin upon completion of the installation of the Stadium Tracking System and end December 31st of 2025, the last day of which shall be defined as the "**Expiration Date**." For purposes hereof, the "**Term**" will mean the First License Period and, should the Parties agree to renew this Agreement, any applicable additional License Period(s), collectively.

During the Term hereof, and subject to Exhibits A, B and C attached hereto, TrackMan hereby grants to Licensee a non-exclusive license and non-exclusive rights to use the TrackMan System solely for the purposes of player development and evaluation of players during the Licensee's practice and games, provided further that Licensee shall not be entitled to publicize output from the TrackMan System (the "**TrackMan Data**") in any form or manner without the express written approval of TrackMan (collectively, all authorized uses of the Software hereunder shall be referred to herein as the "**Field**"). Use of the TrackMan System outside the Field, which is use outside practice and games involving Licensee's players ("**Other Event**"), is prohibited without express written consent of TrackMan. TrackMan represents that it has the full right to license and otherwise provide to Licensee all rights and interest in the TrackMan Systems. All Services will be performed in a good and workmanlike manner and in accordance with the best industry standards.

TrackMan agrees to indemnify and hold harmless Licensee, its affiliates, and their respective officers, directors, managers, members, trustees, contractors, employees, agents and representatives (the "**Licensee Group**") from and against any and all claims, causes of action, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees and other legal costs) to the extent arising from or in connection with (1) a breach of this Agreement by TrackMan, (2) the negligence or other wrongful conduct of TrackMan or its employees, contractors, agents or representatives (collectively, with TrackMan, referred to herein as the "**TrackMan Group**"), (3) any claims or liens of third parties (including, without limitation, those made by any other members of the TrackMan Group) arising in connection with TrackMan's obligations, including the Services to be provided hereunder, or (4) any allegation that any of the TrackMan Systems (or any component thereof) infringes the intellectual property rights of any third party, except to the extent that such allegation arises from any use of the TrackMan Systems by Licensee outside the Field.

To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, R.C. Chapters 9.27, 2743 et seq., and R.C. §3345.40, Miami University agrees to be responsible for any negligent act or negligent omission by or through itself or its agents, employees and contracted servants and further agrees to defend itself and pay any judgment and costs arising out of such negligent acts or negligent omissions. Furthermore, TrackMan expressly

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acknowledges and agrees that nothing in this agreement shall be construed as requiring Miami to indemnify or hold harmless TrackMan or any other third party.

Each indemnified party (the "**Indemnitee**") shall provide the indemnifying party (the "**Indemnitor**") with written notice of any indemnified claim pursuant to this Agreement (an "**Indemnified Claim**") reasonably promptly under the circumstances in a manner that does not prejudice the rights of the Indemnitor. The Indemnitor shall control the defense of all Indemnified Claims and shall have the right to select counsel to defend the Indemnitee.

The Indemnitor shall have the right to settle or otherwise dispose of all Indemnified Claims or actions which it is obligated to defend on behalf of the other party provided that (1) the Indemnitor shall not settle or dispose of an indemnified claim in a manner that imposes any obligations, fees or damages on the Indemnitee other than those assumed by the Indemnitor; and (2) the Indemnitor shall not have the right to settle any Indemnified Claim without a prior written approval of the Indemnitee if such settlement arises from or is part of any criminal action, suit or proceeding or contains stipulation to, or admission or acknowledgement of, any wrong doing on the part of the Indemnitee or any affiliate of the Indemnitee. With respect to any Indemnified Claim, the Indemnitee shall reasonably cooperate with the defense of such claim. Subject to the aforesaid, the Indemnitee shall have the right to be represented by independent counsel of its own choosing, at its own expense, in connection with any indemnified claim provided that the Indemnitor shall afford the Indemnitee reasonable opportunity to participate, at the Indemnitee's expense, in the defense of any Indemnified Claim.

At all times during the Term, TrackMan will maintain the following insurance coverages with a carrier with an A.M. Best rating of at least A-VIII and authorized to do business in the states in which Licensee's facilities are located: commercial general liability insurance (including, without limitation, personal injury and contractual liability coverage) with minimum limits of \$2,000,000 per occurrence and \$2,000,000 annual aggregate (collectively, the "Required Insurance Coverage"). Upon execution hereof and upon any renewals of the Required Insurance Coverage during the Term, TrackMan will deliver to Licensee a certificate of insurance evidencing the Required Insurance Coverage and other insurance requirements set forth herein. The certificate of insurance will provide for thirty (30) days written notice to Licensee prior to any cancellation or material change to any policy.

In connection with providing the TrackMan System and Services hereunder, TrackMan will (1) comply, and cause the other members of the TrackMan Group to comply, with all applicable federal, state and local laws, statutes, codes, ordinances, orders, rules and regulations, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), and with all rules, regulations and policies of Licensee (to the extent applicable according to the terms thereof) or that otherwise apply to Licensee's facilities, and (2) obtain and maintain any and all reasonably necessary governmental and other approvals, consents, licenses and permits. In furtherance and without limitation of the foregoing, TrackMan acknowledges that for purposes of performing its obligations under this Agreement, TrackMan may have access to information that constitutes personally identifiable information from education records of students (the "Education Records"), as such term is defined under FERPA.

The Licensee shall take relevant actions to ensure that information relating to players, that licensee provides to TrackMan and that is not publicly available, may be used by TrackMan in accordance with the terms of this Agreement and notify TrackMan's data desk and support no later than the start time of a baseball game, if any participating player opposes his/her information being disclosed to the Major League Baseball teams.

Each of the parties hereto agrees to treat any confidential or proprietary information of the other party (including, without limitation, all player, scouting, and business information, records and other data related to the operations and competitive activities of the disclosing party, including but not limited to the specific financial terms of this Agreement) (collectively, "**Confidential Information**") as strictly confidential, and neither party will disclose the

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Confidential Information of the other party, except as required by law or as otherwise permitted hereunder. For purposes hereof, Licensee's Confidential Information will include Licensee's Tracked Data (as hereinafter defined). The parties acknowledge and agree that nothing contained herein shall prevent Licensee from complying with its obligations under any freedom of information acts, as applicable.

The parties hereto acknowledge and agree that Licensee will have and retain full ownership rights to all data collected by the parties regarding events and other activities within Licensee's facilities through the TrackMan Systems ("**Licensee's Tracked Data**"), provided that TrackMan will have a perpetual license to use Licensee's Tracked Data, subject to the following limitations: (1) Trackman will not disclose Licensee's Tracked Data to any third party, except (a) only to the extent that such data is either (i) aggregated into general insights and or benchmarks based on TrackMan Data (e.g., average spin rate for a fastball), or (ii) contained in a limited number of examples to be used in marketing materials for the TrackMan Systems presented to TrackMan's prospective customers, and (b) to Major League Baseball Teams that are contractually required to honor the non-disclosure and confidentiality requirements hereof, and (c) to media providers officially licensed and partnered with TrackMan that are providing Licensee-approved media coverage at Licensee's own events; and (2) TrackMan will not use, in any of its marketing materials, any corporate name or trade name, marks, logos or other identifiable information of Licensee or its affiliates or their respective facilities without the prior written consent of Licensee. Notwithstanding the foregoing, it is understood that TrackMan will (i) attempt to sell Licensee's Tracked Data to Major League Baseball Teams that are contractually obligated to honor the non-disclosure and confidentiality requirements hereof, (ii) include name of Licensee only as a user of product when describing the benefits of the TrackMan Network (as defined in Schedule B herein) to prospective customers, and (iii) unless otherwise notified by Licensee in writing, include Licensee's logo on TrackMan's web site identified only as a user of product, in equal prominence to that of other TrackMan licensees and partners.

For non-Licensee events occurring within Licensee's facilities that are organized, produced or sponsored by an organization that is currently licensed by or partnered with TrackMan (each of which will be considered an "Other Licensee"), (collectively, "**Private Events**"), TrackMan's rights to use the Private Events tracked data will be governed by the agreement between TrackMan and the Other Licensee. The Other Licensee's temporary use of the Licensee's facilities and of the Licensee's TrackMan System will be governed by the agreement between the Licensee and the Other Licensee. TrackMan may also partner with media providers that are officially licensed and partnered with TrackMan at Private Events, with rights to use the Private Events tracked data as governed by the agreement between the media provider and TrackMan. It is expressly understood that the Private Events tracked data is not Licensee's Tracked Data.

Notwithstanding the foregoing, neither party hereto may assign or delegate its rights or obligations hereunder without the prior written consent of the other party. All notices permitted or required hereunder will be effective upon receipt when sent by certified mail, overnight delivery, or personal delivery, to each party at the addresses appearing elsewhere in this Agreement. If any term of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect and be interpreted to effectuate the original intent of the parties to the extent possible under the circumstances.

Neither party will be liable to the other for (1) consequential, incidental, indirect or punitive damages of any nature whatsoever, including but not limited to loss of data or data being rendered inaccurate, loss of profits, loss of interest or other losses sustained by either party arising out of any breach of this Agreement, or (2) any delay or

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failure to perform when such delay is the result of an act of God or any other event or circumstance beyond the reasonable control of the non-performing party.

This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions; and (b) subject to the sole and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in the State of Ohio. The parties agree that the foregoing forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either party.. This Agreement and Exhibits A, B, and C attached hereto constitute the entire and exclusive statement of the agreement between the parties.

This Agreement may not be amended except by a written document signed by the parties. This Agreement may be executed in counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement. Signatures transmitted by facsimile machine, pdf file or similar digital imaging method will be treated as original signatures for all purposes.

Each party may terminate this Agreement upon notice to the other party in the following circumstances: (a) Immediately in the event of a material breach by the other party that remains uncured after thirty (30) days prior written notice describing such breach; or (b) Immediately if the other party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the party's property or assets related to the services, or upon liquidation, dissolution or winding up of the party's business

Either Party may terminate this Agreement if any student-athlete of Licensee instructs the Licensee not to disclose such student-athlete's directory information and TrackMan and Licensee are unable to reach a mutually acceptable solution for the exclusion of such student-athlete's data from that which is sold to the Major League Baseball teams. In the event a Party terminates this Agreement pursuant to this paragraph, Licensee will pay to TrackMan any remaining amounts due under Exhibit A, section 3(a) and 3(b) and any reasonable fees or expenses incurred up to the date of termination notice pursuant to Exhibit A, section 3(c). Licensee's payment of the amounts stated in this paragraph, in the event of Licensee's termination of the Agreement under this paragraph, shall fully satisfy its obligations to TrackMan.

It is agreed that TrackMan retains the right to terminate this Agreement for cause ("**Termination for Cause**"), which may be exercised if Licensee fails to track Ten Percent (10%) or more of its home games due to a breach of Exhibit B, Section 2) c) and 2) d) (which defines local network and internet connectivity and other Network requirements) or Exhibit B, Section 3) d) (which defines the obligations of the Licensee in relation to the System Operator). It is further agreed that if TrackMan exercises its right to Terminate for Cause, Licensee will reimburse TrackMan for all documented, reasonable expenses related to the removal of the Stadium Tracking System, which shall be payable within Thirty (30) days of receipt of written notification of termination.

If you agree with all the above terms, please sign where indicated below and return a full-executed copy to me for our records.

Sincerely,

By: 

John Olshan

Agreed and Accepted by: 

By: 

Name: Mark Taylor

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General Manager, Baseball
TRACKMAN, INC.

Title: _____ Chief Procurement Officer
Miami University

Exhibit A

License Period, Licensed Products and Consideration

1) **License Period.**

- a) First License Period. Upon completion of the installation of the Stadium Tracking System through December 31st of 2025.

2) **TrackMan Licensed Products.**

a) Stadium Tracking System

During the Term of this Agreement, TrackMan agrees to provide One (1) Stadium Tracking System, which shall be comprised of:

- i) Hardware: Hardware shall be further defined as a *Standard V3 Stadium Tracking System ("Standard V3")*, which is comprised of a single V3 Tracking Unit and a single V3 Server and are used in conjunction with Licensee's Stadium Infrastructure and V3 Tagging Computer.
- ii) Software: the TrackMan Game Software, consisting a software package that is used to control and process data from the Stadium Tracking System, and output data in graphic reports and in tabular form as a .CSV file, which can be accessed in the FTP folder.

The TrackMan Premium package includes the Premium product features described further below.

b) Services

During the Term of this Agreement, TrackMan agrees to perform the following Services for the Licensee:

i) Installation Services:

(1) Stadium Tracking System. TrackMan agrees to install

- (a) One (1) Stadium Tracking System at McKie Field at Hayden Park which is located 550 E Withrow St, Oxford, OH 45056 the ("Stadium").
- (b) Installation Labor and Management Budget. TrackMan has an installation labor and management budget of Eight Thousand Dollars (\$8,000) (the "**Installation Labor and Management Budget**") that is included in the initiation fee 3) a), which includes TrackMan Labor and Management defined in b) i) (2). Prior to mounting the Stadium Tracking System, it's agreed that if TrackMan notifies the Licensee their stadium is configured in such a way that cost of Labor and Management will exceed the Installation Labor and Management Budget, Licensee shall have the option to
1. Terminate this Agreement, subject to payment of 50% of the costs incurred by TrackMan during the installation planning process; or
 2. Pay 50% of all installation costs in excess of the Installation Budget, while TrackMan covers the other 50% of all installation costs in excess of the Installation Budget.

(2) TrackMan Installation Labor and Management. To facilitate the installation, TrackMan agrees to provide

- (a) A project manager who will serve as Trackman's point of contact for installation planning and implementation.
- (b) Contractors with experience installing the Stadium Tracking System ("**TrackMan Contractors**"), who will spend up to four (4) days on-site to physically install the Stadium Tracking System.
- (c) One field technician to calibrate the Stadium Tracking System; and

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- (d) Remote IT support to help stadium IT staff with connectivity for the Stadium Tracking System.
- ii) *Data Services:*
 - (1) Data Services.
 - (a) *Data Quality Assurance and Distribution.* TrackMan will review TrackMan Data after each game in which Licensee's team plays as the home team ("**Licensee's Home Games**" and "**Licensee's Game Data**" respectively), to monitor for Hardware, Software and System Operator error. To facilitate this, Licensee agrees to use the TrackMan Software to Tag the game and transfer TrackMan Data to the TrackMan database after each game. TrackMan agrees to review the data and make it available to Licensee on the TrackMan Team Portal within a reasonable amount of time following the end of each game.
 - (b) *Data Sharing Network ("TrackMan College Network" or the "Network").* TrackMan will provide Licensee with an option to participate in a data sharing network with other collegiate baseball teams. By agreeing to participate in the Network, Licensee agrees to exchange TrackMan Data from all tracked regular season home games played in Licensee's stadium where Licensee's team is the home team with all other teams that have installed a Stadium Tracking System and have agreed to participate in the TrackMan College Network ("Other Team's Stadium Tracking Data"). Exchange of data through the TrackMan College Network shall be governed by a separate Data Sharing Addendum to be executed by Licensee prior to the start of each regular season.
 - (c) *Data Distribution to MLB Teams.* TrackMan agrees to bundle Licensee's Tracked Data into packages that are offered for sale by TrackMan to TrackMan's MLB team customers. MLB teams that purchase TrackMan's collegiate data packages shall be contractually obligated to treat collegiate data as Confidential Information.
- c) Premium Package features (not available under Standard Package)
 - i) *Scoreboard Data Feed.* TrackMan has developed tools to feed TrackMan Data to stadium scoreboards. If this is of interest, please contact us to discuss implementation.
 - ii) *Camps.* Licensee may use the Stadium Tracking System during Licensee organized baseball camps. Any use of the Stadium Tracking System in connection with any Other Event is subject to TrackMan's prior written consent.

3) Consideration

In consideration for the Licensed Products:

- a) Initiation Fee: Licensee agrees to pay to TrackMan an initiation fee in the amount of Twenty-Five Thousand Dollars (\$25,000). The Initiation Fee shall become payable in three equal installments of Five Thousand Dollars (\$5,000), with one installment due upon completion of the installation of the Stadium Tracking System and one installment due on or before the first day of July in each of the years 2023 and 2024. The initiation fee includes TrackMan Labor and Management within the installation services, which has a budget of Eight Thousand Dollars (\$8,000), as well as other costs associated with installing and onboarding a new Stadium Tracking System.
 - i) A Ten Thousand Dollar (\$10,000) discount off the initiation fee is available for being an Early Mover in the Licensee's conference. An "**Early Mover**" is defined as being the first or second school within a conference to return a signed license agreement for our Stadium System. If the Licensee is an Early Mover upon execution of this agreement, Licensee must make every effort to install our stadium

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system in a reasonable amount of time or else TrackMan can void the \$10,000 discount for being the Early Mover. Installation is expected to take place Winter/Spring of 2022/3.

b) Annual License Fee:

(1) 2022 Annual License Fee

(a) Payment: Five Thousand Dollars (\$5,000), payable upon completion of the installation of the Stadium Tracking System and prorated as follows:

1. Number of months remaining in the calendar year starting and including the installation completion month multiplied by 1/12th of License Fee. A prorated example is 5 Months $\times (1/12 * \$7,500) = \$3,125$.

(2) 2023 Annual License Fee

(a) Payment: Five Thousand Dollars (\$5,000), payable on or before July 1st 2023.

(b) Package: Standard

(3) 2024 Annual License Fee

(a) Payment: Five Thousand Dollars (\$5,000), payable on or before July 1st 2024.

(b) Package: Standard

(4) 2025 Annual License Fee

(a) Payment: Five Thousand Dollars (\$5,000), payable on or before July 1st 2025.

(b) Package: Standard

c) Pre-Work and Elevation Equipment Costs: Licensee is responsible for providing power and communication lines for TrackMan's Junction Box and Server Computer, as well as any Elevation Equipment required to perform the installation. TrackMan can provide a cost to the licensee to perform the Pre-Work any necessary Elevation Equipment upon request by Licensee.

i) *Pre-Work Costs:* Pre-Work includes power, communication lines, and any additional custom work needed prior to TrackMan being able to install.

(1) Power: Power requirements for the Junction box are defined in Exhibit B, 2) b) ii) and in Exhibit B, 2) c) ii) for the Server Computer if needed.

(2) Communication Lines: Communication line requirements for the Junction box are defined in Exhibit B, 2) b) iii) and in Exhibit B, 2) c) iii) for the Server Computer if needed.

(3) Custom: This would include custom Pre-Work when there isn't viable location to install a Stadium Tracking System with our current solution.

ii) *Elevation Equipment Costs:* Includes all elevation equipment required to perform Pre-work and installation. More details can be found in Exhibit B, 3) c) ii)

d) Reimbursement:

i) *Additional Equipment and Other Contractors:* Licensee agrees to reimburse TrackMan for all costs associated with Additional Equipment and Other Contractors, as defined in Exhibit B section 3)c), which shall be invoiced at cost and without markup.

ii) *Change Fees:* If Licensee changes or is unable to accommodate an Approved Installation Plan (as defined in Exhibit B section 1), in such a way that results in additional expenses to TrackMan (including but not limited to travel and accommodations, TrackMan contractor fees, and the purchase and or rental of materials) ("**Additional Expenses**"):

(1) TrackMan will notify Licensee of the estimated Additional Expenses and seek Licensee's prior written approval for the Additional Expenses.

(2) If Licensee approves the Additional Expenses, TrackMan will continue with the installation and Licensee agrees to reimburse TrackMan for the Additional Expenses, which will be invoiced at cost plus a ten percent (10%) change fee.

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- (3) If Licensee does not approve the Additional Expenses, the Parties agree that this License Agreement shall be terminated, and the installation shall be cancelled; and;
- (a) TrackMan will refund 100% of any fees paid by Licensee to TrackMan if the Agreement is terminated before TrackMan has begun installation of the Stadium Tracking System.
 - (b) TrackMan will refund any fees paid by Licensee to TrackMan minus any reasonable expenses incurred by TrackMan to facilitate the installation of the Stadium Tracking System, which shall be invoiced at cost plus a Ten Percent (10%) change fee if this Agreement is terminated after TrackMan has begun installation of the Stadium Tracking System.

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Exhibit B

Installation Plan, Installation Specifications and Requirements and Licensee Resources & Obligations

1) Installation Plan

- a) Installation Plan. The Parties agree to develop installation plans in accordance with the Installation Specifications and Requirements defined in Section 2) below ("**Installation Plan**"). Licensee further agrees to work with Stadium Operations staff to facilitate installation planning and approval.
- b) Approved Installation Plan. An Installation Plan shall be deemed approved when the Parties agree on a date for the installation to take place. ("**Approved Installation Plan**").

2) Installation Specifications and Requirements

Licensee agrees to secure approval to install the Hardware in locations that meet the requirements described in Sections 2)a) and 2)b) below ("**Approved Installation Location**"); prepare power, communication lines, and network according requirements in Sections 2)b), 2)c), 2)d), 2)e) below; test and certify communication lines, and confirm power is installed and tested.

a) Radar Location:

The accuracy of TrackMan Data is directly related to where the radar panel is positioned relative to the field of play.

- i) *Ideal location*. The ideal mounting location for the Stadium Tracking System panel ("**Ideal Location**") is directly behind home plate at a Distance to Height (D/H) ratio as close to 4:1 as possible.

- ii) *No Structural and Environmental Interference*. The accuracy of TrackMan Data is impacted by both structural and environmental interference.

- (1) The Stadium Tracking System needs to be installed in a location that does not shake or vibrate during games.
- (2) The Stadium Tracking System needs cannot operate in a location that has significant amounts of dense (i.e., concrete) or reflective (i.e., metallic) structural elements within a radius of sixty-degrees (60°) emanating from the center of the Tracking System panel.
- (3) The Stadium Tracking System needs cannot operate in a stadium that has a metal backstop, or if it is positioned directly underneath an overhang and or above an outcropping that is within a radius of sixty-degrees (60°) emanating from the center of the Tracking System panel.
- (4) Steel cables that support nylon backstop, and remote cameras positioned behind home plate could impact data quality.
- (5) The Tracking System signal may be affected by florescent lights, ambient 60hz electric noise, electrified signs within two meters (2M) of the Tracking System panel, and roads or trains directly behind the outfield wall that run towards or away from the Tracking System panel.

- b) Junction Box. If necessary, TrackMan and the Licensee must work together to establish a suitable location for TrackMan's ("**Junction Box**") and the licensee is responsible for providing power and communication lines for the Junction box.

- i) *Suitable Location*: The Junction Box must be within 3 feet of the Tracking System unit.

- ii) *Power*: Licensee is responsible for the following:

- (1) *Power Requirements*. Licensee is responsible for providing a 100v - 240v, 15AMP Circuit, Single Gang Weatherproof Box, within 6 feet of the Junction Box.
- (2) *Power Access Control*. Licensee is responsible for providing a dedicated and interruptible power connection to the Tracking System and junction box with easy access for the system operator for use to troubleshoot and restore operation.

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- iii) **Communication Lines.** Licensee is responsible for running uninterrupted dedicated communication Lines between the Server Computer and the Junction Box. Guidelines to follow:
 - (1) **Communication Lines Under 285'.** In the event that the total distance of communication line between the server and the Tracking System power box is under 285' feet, the Licensee needs to install two (2) CAT6 shielded cables (not CAT5) outdoor rated if any part of the cable run is outside terminated with RJ-45 ends.
 - (2) **Communication Lines Over 285'.** If the distance between the Server Computer and Tracking System power box is greater than 285', Licensee to discuss options with TrackMan.
 - c) **Server Computer.** If a TrackMan **"Server Computer"** is required, Licensee is responsible for providing a suitable location and power and internet requirements.
 - i) **Suitable Location.** A secure climate-controlled environment.
 - ii) **Power Requirements.** Licensee is responsible to provide a 100v - 240v outlet within 3 feet of the Server Computer location.
 - iii) **Internet Requirements.** Licensee is responsible for providing the following internet connection, speeds, static IP, security, and access for the Server Computer.
 - (1) **Connection:** Server Computer must be connected to the Internal Network with a CAT6 Ethernet Cable. Ethernet Cable isn't provided by TrackMan.
 - (2) **Speeds:** Unrestricted, dependable access to the Internet with a minimum of 10mbps upload/download and no drops in a continuous ping with a delay under 20ms.
 - (3) **Static IP:** Uninterrupted static IP or DHCP reservation is required.
 - (4) **Firewall:** A firewall for protection is required.
 - (5) **Server Access:** Licensee must allow Trackman Inbound and outbound access to the Server Computer to and from the internet.
 - iv) **Description.** The Server Computer is small and does not come with a keyboard, mouse, or screen.
 - d) **Tagging Computer.** **LICENSEE IS RESPONSIBLE** for providing a **"Tagging Computer"** for the system operator. Tagging Computer requirements are subject to change. Below are the current requirement for a tagging computer.
 - (1) **Connection.** Tagging Computer must be connected to the same Internal Network as the TrackMan Server Computer in order to tag a game.
 - (2) **Approved Connection Types:** A wired Network connection is required while a WIFI may function it is not approved.
 - (3) **A browser running the latest Google Chrome browser, or equivalent**
 - e) **Tested and Certified.** Licensee is responsible for confirming power requirements are completed and all communication lines are tested and certified prior to installation.
- 3) **Licensee Resources & Obligations**
 - a) **Project Leader.** Licensee agrees to assign a Project Leader who shall serve as TrackMan's primary point of contact. The Project Leader shall be responsible for:
 - i) **Administration, feedback and direction.** Facilitating payment of TrackMan invoices, responding to TrackMan's requests related to calibration and or accuracy, and providing feedback on TrackMan performance.
 - ii) **Installation.** Provide introduction to a point person within Licensee (who may be the "Stadium Contact" defined in section 3) b) or another person), who shall serve as Licensee's primary point of contact for installation of the Stadium Tracking System, facilitate communication with the Stadium

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Contact and support TrackMan in securing the cooperation of the Stadium Contact with respect to obtaining information about the stadium, and approval to install the TrackMan Hardware in a location that is within the Installation Specifications defined herein.

- b) Stadium Contact: Licensee agrees to ensure that TrackMan has a Stadium Contact who shall serve as TrackMan's primary point of contact for any activities at the Stadium. The Stadium Contact will assist in or facilitate the planning and installation of the Stadium Tracking System and be responsible for:
 - i) *Technical Information*. Providing information related to the Stadium's infrastructure as requested by TrackMan; or providing introductions to those that can answer such technical questions.
 - ii) *Reference Information*. Providing reference photos, blueprints and rough measurements as requested by TrackMan, and supporting TrackMan in conducting a site survey.
 - iii) *Approvals*. Assisting TrackMan in identifying -- and prior to scheduling the installation -- securing approval to install the Hardware in a location that meets the Installation Specifications defined herein.
 - iv) *Credentials*. Securing proper Credentials for TrackMan to have access to the Stadium and field, as is reasonably necessary for location scouting, installation, calibration, training, and maintenance of the Stadium Tracking System. It is understood that TrackMan's access to each stadium is subject to the rules and regulations of the stadium owners and stadium tenants, and agreed that TrackMan will follow such stadium rules, regulations, and provide at least Three (3) business days' notice prior to visiting the stadium for such purposes.
- c) Additional Equipment and Other Contractors
 - i) *3rd Party Labor*. Licensee agrees to provide electricians and or IT staff ("**3rd Party Labor**"), as requested in advance by TrackMan, to facilitate the installation and any repair of the Stadium Tracking System.
 - ii) *Elevation Equipment*. Licensee agrees to provide ladders, lifts, scaffolding, and/or other equipment to access an Approved Installation Site ("**Elevation Equipment**"), as requested in advance by TrackMan.
 - iii) *Other Contractors*. In the event that TrackMan Contractors are not permitted to perform work at the Stadium, or the stadium requires that the Tracking System be physically installed by stadium staff or an approved vendor other than the TrackMan Contractor ("**Other Contractor**"), Licensee agrees to pay for all work performed by the Other Contractor that would otherwise have been performed by the TrackMan Contractor, and TrackMan agrees provide a representative to oversee the Other Contractors work at no additional cost to Licensee.
- d) System Operator

Licensee agrees to provide a dedicated person ("**System Operator**") to operate the Software.

 - i) *Responsibilities*. The System Operators shall be responsible for the following:
 - (1) Game Tagging.
 - (a) Pre-game. The System Operator will arrive no less than One Half (1/2) hour prior to the start of each game to set the lineup for each team.
 - (b) In-game. Using the TrackMan Software, accurately log the result of each pitch and hit during the game and keep notes as to any missed tags or system errors.
 - (c) Post-game. After each game, review the game data for mistakes using data review software provided by TrackMan; make any necessary corrections using the "Edit Tag" feature of the TrackMan Software and upload game data to TrackMan.

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- ii) *Technical Support.* The System Operator shall work with TrackMan technical support to trouble shoot issues and perform simple maintenance as directed by TrackMan staff (e.g., ensuring that the Tracking System has power and the computer is operational).

Exhibit C

Conditions of Use, Data Rights, and Test Location

1) Conditions of Use

Licensee is specifically prohibited from using the Software except in conjunction with the TrackMan Hardware as contemplated by this Agreement. Further, Licensee shall not, and shall not permit any third party to:

- a) modify or create derivative works of any part of the licensed Software;
- b) adapt, translate, copy or convert all or any part of the Software in order to create software, a principal purpose of which is to perform the same or similar functions as the licensed Software or to replace any component of the Software;
- c) rent, lease, loan, sell, license, sublicense, publish, display, distribute, assign or otherwise transfer to a third party the Software, any copy or portion thereof;
- d) disassemble, decompile, reverse engineer the Software or otherwise attempt to gain access to its method of operation or source code;
- e) alter, remove, replace or obscure any copyright, trade secret, trademark, logo, proprietary and/or legal notices on or in copies of the Software;
- f) copy, or otherwise reproduce the Software, in whole or in part, except either (i) as may be required for its installation into computer memory for the purpose of executing the Software in accordance with the terms of this Agreement or (ii) to make reasonable number of copies solely for back-up purposes;
- g) distribute the TrackMan Data to non-Licensee personnel through any media, including but not limited to TV, Internet and stadium scoreboard without advance written permission from Licensor;
- h) operate the TrackMan Hardware without currently licensed TrackMan Software; and/or
- i) disassemble the TrackMan Hardware; and/or
- j) move the TrackMan Hardware without the consultation of Licensor.

2) Data Rights

- a) *Data Rights.* Licensee agrees to the following data rights.
 - i) Distributing Data:
 - (1) Licensee hereby grants to TrackMan an irrevocable license to sell the Licensee's Game Data to Major League Baseball teams. Licensee acknowledges that the Licensee is not entitled to any consideration in connection with such sale.
 - (2) Licensee will not distribute, license, sell or otherwise make available Licensee's Game Data to any 3rd party without TrackMan's consent.
 - ii) Publishing Data:
 - (1) TrackMan agrees to grant Licensee the right to publish a reasonable amount of pitch speed, spin, exit speed, and home run distances on University-branded digital platforms ("University Channels") operated by third parties such as Apple iOS, Google Android, YouTube, Facebook, Twitter, etc. When publishing spin and exit speed through Licensee's social media, Licensee must refer to exit speed as "TrackMan Exit Speed", spin as "TrackMan Spin", and Home Run Distance as "TrackMan Home Run Distance"., subject to TrackMan's prior written consent, such consent not to be unreasonably withheld or delayed.
 - (2) Publishing any data other than pitch speed, spin, exit speed, and home run distance in any way is prohibited without TrackMan's consent.

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iii) Monetizing Data: License is not entitled to monetize the data in any way without TrackMan's consent.

3) **Test location**

- a) Licensee acknowledges that TrackMan may use the Licensee's facility as a test site for development of Hardware and Software and that TrackMan is not financially responsible for any missing data as a result of such testing.

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