

EliteProspects API License Agreement

EverySPORT Group AB — Corporate ID 556739-8143

Gamla Brokatan 11, 111 20 Stockholm, Sweden

Preamble

This License Agreement (this "Agreement") is a binding contract between EverySPORT Group AB, a Swedish private limited company with corporate ID 556739-8143 and registered office at Gamla Brokatan 11, 111 20 Stockholm, Sweden, operating the EliteProspects brand ("EliteProspects", "EP", "we", "us", or "our"), and the legal entity identified during account creation ("Customer", "you", or "your"). EliteProspects and Customer are each a "party" and together the "parties."

By clicking "I agree", "Sign up", "Subscribe", or any equivalent button presented during account creation or checkout, or by accessing or using the API in any manner, the individual completing the action represents and warrants that:

(a) they are at least 18 years old;

(b) they have full legal authority to bind the Customer entity to this Agreement;

(c) the Customer is acting solely as a business, organization, professional, independent developer, or other commercial actor, and is not a consumer within the meaning of EU, UK, Swedish, or other applicable consumer protection law; and

(d) the information submitted at account creation is accurate and current.

If the individual does not have such authority, or if the Customer does not agree to this Agreement in full, the individual must not click to accept and the Customer must not access or use the API. Use of the API is conclusive evidence of acceptance.

This Agreement takes effect on the date of such acceptance (the "Effective Date").

1. Definitions

"API" means EliteProspects's application programming interface, accessible via api.eliteprospects.com or any successor endpoints, together with any related software development kits, sample code, and reference materials made available by EP.

"API Content" means all data, records, statistics, schemas, identifiers, metadata, images, text, and other materials made available through the API, in whatever form.

"Authorized User" means an individual employee, contractor, or agent of Customer who is authorized by Customer to access the API on Customer's behalf, subject to this Agreement.

"Documentation" means the technical and operational documentation made available by EP, as updated from time to time.

"Order" means the configuration selected by Customer at checkout, including the tier, endpoint groups, regional coverage, optional add-ons, billing frequency, and price.

"Permitted Application" means a software application, internal tool, analytics platform, broadcast graphic, or similar product owned and operated by Customer in which Customer integrates the API Content in compliance with this Agreement and the Documentation.

"Subscription Term" means the period for which Customer has paid (monthly or annual), as set out in the Order, together with any renewal periods that take effect under Section 8.

"Tier" means the plan level selected in the Order. The available Tiers are:

(a) Explorer (Free), provided for evaluation, internal testing, and prototyping by individual developers and businesses;

(b) Personal, provided for use by individual professionals, freelance developers, researchers, journalists, and academic users acting in their professional or independent commercial capacity. The "Personal" label refers to the scale and pricing of the plan; it does not signify consumer use, and consumer use of the API is not permitted under any Tier;

(c) Commercial, provided for use by businesses, agencies, and organizations integrating the API Content into commercial products and services; and

(d) Enterprise, provided to teams, federations, broadcasters, and other organizations under a custom written agreement signed by both parties. Self-serve sign-up is not available for the Enterprise Tier.

2. License grant and scope

2.1. Grant. Subject to Customer's continuing compliance with this Agreement, EP grants Customer during the Subscription Term a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access the API and to integrate, display, and use the API Content within Permitted Applications, in each case solely within the Tier, endpoint groups, and regional coverage purchased in the Order.

2.2. Authorized Users. Customer may permit Authorized Users to access the API on Customer's behalf. Customer is responsible for the acts and omissions of its Authorized Users as if they were Customer's own. Customer shall not permit any third party other than Authorized Users to access or use the API without EP's prior written consent.

2.3. Reservation of rights. EP and its licensors retain all right, title, and interest in and to the API and the API Content, including all intellectual property rights. No rights are granted to Customer except those expressly set out in this Agreement. Customer acquires no ownership of any API Content.

2.4. Free Tier. If Customer's Order is for the Explorer (Free) Tier, the license in Section 2.1 is provided on a strictly evaluation, non-production, internal-testing basis and may be modified, suspended, or terminated by EP at any time for any reason, without notice or liability.

2.5. Personal Tier. The Personal Tier is intended for use by a single individual acting in a professional or independent commercial capacity. Customer represents that the Personal Tier is being used by,

and the Order is being placed on behalf of, an individual who is a professional, freelance developer, researcher, journalist, academic user, or similar independent actor. Customer shall not use the Personal Tier as a consumer or for purposes outside its trade, business, craft, or profession. Where Customer is an individual rather than a registered legal entity, Customer enters into this Agreement in their professional capacity and not as a consumer, and expressly waives, to the maximum extent permitted by applicable law, any consumer protections or rights that would otherwise apply.

2.6. Enterprise Tier. The Enterprise Tier is provided only under a separately executed Master Services Agreement. Where such an agreement exists, it controls in case of conflict with this Agreement, but this Agreement applies in all other respects.

3. Use restrictions

3.1. Prohibited uses. Customer shall not, and shall not permit any Authorized User or third party to:

(a) resell, redistribute, sublicense, lease, syndicate, or commercially exploit the API or any API Content as a standalone product, dataset, feed, or service;

(b) use the API or API Content to train, fine-tune, evaluate, validate, retrieval-augment, distill, or otherwise improve any artificial intelligence, machine learning, large language, embedding, or generative model, or to create vector indexes, knowledge graphs, or RAG datastores from the API Content, or to expose the API Content (in raw, transformed, embedded, or summarized form) through any AI assistant, chatbot, or autonomous agent, in each case whether for Customer's own use or for any third party. AI and machine learning rights are not granted under this Agreement and may be obtained, if at all, only under a separate written agreement with EP. Inquiries may be directed to api@eliteprospects.com;

(c) use the API or API Content in connection with sports betting, gambling, fantasy sports for monetary stakes, skill-based wagering, prediction markets, or any product where users place wagers or compete for monetary prizes. Such use is prohibited unless and until the parties enter into a separate written agreement specifically authorizing it. Inquiries may be directed to api@eliteprospects.com;

(d) scrape, mirror, frame, or use any automated means to extract API Content other than through the documented API endpoints in accordance with the Documentation;

(e) create or contribute to any database, dataset, archive, feed, or product that competes, in whole or in material part, with the API, eliteprospects.com, or any of EP's commercial data products;

(f) circumvent, disable, or interfere with rate limits, authentication, security, or other technical measures of the API, or attempt to do so;

(g) use the API or API Content for any unlawful purpose, in violation of any third party's rights, or in any manner that disparages or harms EP, its data partners, or any individual identified in the API Content;

(h) remove, obscure, or alter any proprietary notice, attribution, or watermark in the API Content;

- (i) use the API or API Content in connection with any product directed at children under the age of 13 (or the equivalent local age of digital consent), or in any manner that violates SafeSport, MAAPP, COPPA, or analogous regulations protecting minors;
- (j) display the home address, personal phone number, school, or comparable contact information of any individual in the API Content without that individual's verifiable consent or another lawful basis;
- (k) enrich, combine, link, or sell personal data sourced from the API Content with personal data from any other source without an independent lawful basis under applicable data protection law;
- (l) create multiple accounts (including multiple Explorer Tier accounts) to circumvent rate limits, pricing, or other restrictions; or
- (m) introduce viruses, worms, Trojan horses, or other malicious code, or use the API or related infrastructure for any harmful purpose.

3.2. Caching. Customer may cache API Content within Permitted Applications solely as necessary for performance and reliability, on the following terms: (a) live or in-season data may be cached for no longer than 24 hours; (b) historical, off-season, or completed-season data may be cached for no longer than 30 days; and (c) Customer shall not retain, archive, or persist API Content in any form that would permit extraction, bulk export, or reconstruction of a standalone dataset. Upon expiration of the Subscription Term or termination of this Agreement, Customer shall promptly purge all cached API Content and shall certify such deletion in writing within 14 days if requested by EP.

3.3. Attribution. In every Permitted Application that displays API Content to end users, Customer shall include a clearly visible attribution in the form "Data provided by EliteProspects" or "Powered by EliteProspects", linked to <https://www.eliteprospects.com>. Customer's right to use EP's name, logos, and trademarks is limited to such attribution and may not be used in a manner that implies sponsorship, endorsement, partnership, or affiliation with EP that does not exist. Brand usage guidance is available from api@eliteprospects.com on request.

4. Account, credentials, and security

4.1. Accuracy of registration. Customer shall provide accurate, current, and complete information at account creation and shall keep such information up to date. Customer is responsible for all activity that occurs under its account.

4.2. Credentials. EP will issue API credentials (each a "Key") to Customer. Customer shall keep all Keys strictly confidential, shall not share or expose Keys in client-side code, public repositories, mobile applications, or other locations accessible to third parties, shall implement reasonable safeguards to protect the Keys, and shall notify EP within 24 hours of any actual or suspected unauthorized use, disclosure, or compromise of any Key, by email to legal@eliteprospects.com.

4.3. Suspension. EP may suspend Customer's access to the API, in whole or in part, immediately and without prior notice, where EP reasonably determines that (a) Customer is in material breach of this Agreement, (b) Customer's use poses a security, performance, or legal risk to EP, its data partners, or other customers, (c) a Key has been compromised, or (d) suspension is required to comply with

applicable law or a binding order. EP will use reasonable efforts to notify Customer promptly after suspension and will work in good faith to restore access once the cause is resolved.

5. Fees, taxes, and renewal

5.1. Fees. Customer shall pay the fees set out in the Order. All fees are stated in the currency of the Order and are non-refundable except as expressly required by this Agreement or by mandatory applicable law. Payment is due in advance for each billing period.

5.2. Taxes. All fees are exclusive of value-added tax, goods and services tax, sales tax, withholding tax, and any similar taxes or duties (collectively, "Taxes"). Customer is responsible for all Taxes other than taxes on EP's net income. Where EP is required to collect Taxes, they will be added to the invoice.

5.3. Payment method. Customer authorizes EP and EP's payment processor to charge the payment method on file for all fees and Taxes when due. If a charge fails, EP may suspend or terminate Customer's access in accordance with Section 8.

5.4. Automatic renewal. CUSTOMER'S SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION TERM FOR A FURTHER TERM OF EQUAL LENGTH (MONTH OR YEAR), AT THE THEN-CURRENT PRICE FOR CUSTOMER'S PLAN, UNLESS CUSTOMER CANCELS BEFORE THE RENEWAL DATE. Customer may cancel at any time through the account portal or by emailing billing@eliteprospects.com. Cancellation takes effect at the end of the then-current Subscription Term. No pro-rata refunds are provided. EP will send a renewal reminder by email at least 15 days before each annual renewal date.

5.5. Price changes. EP may change pricing for renewal terms by giving Customer at least 30 days' written notice (email is sufficient) before the renewal date. If Customer does not agree to the new price, Customer may cancel before the renewal takes effect.

5.6. Overages. If Customer exceeds the API call volume or rate limits set out in the Order, EP may, at its option, throttle further requests until the next billing cycle, charge overage fees at the rates published in the Documentation, or automatically upgrade Customer to the next Tier. EP will use reasonable efforts to notify Customer by email when usage reaches 80%, 90%, and 100% of the Order limits.

5.7. No refunds. Except where mandatory law requires otherwise, all fees are non-refundable, including in the event of mid-term cancellation by Customer. To the maximum extent permitted by law, Customer expressly waives any right of withdrawal under EU Directive 2011/83/EU and equivalent provisions of national law, on the basis that Customer is not a consumer.

6. Confidentiality and intellectual property

6.1. Confidentiality. Each party (the "Recipient") shall protect the other party's (the "Discloser's") Confidential Information using at least the same degree of care it uses for its own information of similar sensitivity, and in any event no less than reasonable care. "Confidential Information" means any non-public information disclosed by the Discloser that is identified as confidential or that should

reasonably be understood to be confidential, including the API, Keys, technical specifications, pricing, the terms of any Order, and Customer's account data. The obligations in this Section survive for five (5) years after termination, except that trade secrets are protected for as long as they remain trade secrets under applicable law.

6.2. Reserved IP. As between the parties, EP and its licensors own all right, title, and interest in and to the API, the API Content, the Documentation, and all derivative works of any of the foregoing. Customer owns all right, title, and interest in and to the Permitted Applications, excluding any API Content embedded therein.

6.3. Feedback. If Customer provides EP with suggestions, comments, or feedback regarding the API ("Feedback"), Customer grants EP a perpetual, irrevocable, royalty-free, worldwide, sublicensable license to use, reproduce, modify, and exploit the Feedback for any purpose, without obligation or attribution.

7. Data protection

7.1. Independent controllers. The API Content includes personal data relating to identified or identifiable individuals, including hockey players, coaches, scouts, and other persons involved in the sport. With respect to such personal data, EP and Customer act as independent controllers (and not as joint controllers, processor and controller, or otherwise). Each party determines its own purposes and means of processing and is independently responsible for its compliance with applicable data protection law, including the EU General Data Protection Regulation (Regulation 2016/679), the UK GDPR, the Swedish Data Protection Act (2018:218), the California Consumer Privacy Act and California Privacy Rights Act, and any other data protection law applicable to its processing (collectively, "Data Protection Law").

7.2. Customer responsibility. Customer represents, warrants, and undertakes that, in receiving and processing personal data from the API:

- (a) it has a lawful basis under Data Protection Law for its processing, and shall maintain such basis throughout the period of processing;
- (b) it shall provide all transparency notices, honor all data subject rights requests, and discharge all other obligations of a controller under Data Protection Law in respect of the personal data;
- (c) it shall implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- (d) it shall not enrich, combine, or sell the personal data in a manner that violates the use restrictions in Section 3 or applicable Data Protection Law;
- (e) it shall apply heightened protections to personal data of minors, and shall not display contact information, precise location, or biometric identifiers of minors in any consumer-facing product without EP's prior written consent;

(f) it shall forward to EP, by email to privacy@eliteprospects.com, any data subject request received by Customer that pertains primarily to EP's processing, within five (5) business days; and

(g) on EP's notice that an individual has objected to processing or that data has been removed from EP's records, Customer shall promptly delete or de-identify the affected personal data in its own systems and cached copies.

7.3. International transfers. Where the API Content is transferred from the European Economic Area, the United Kingdom, or Switzerland to Customer in a country that has not received an adequacy decision from the relevant authority, the transfer is made on the basis of the Standard Contractual Clauses adopted by the European Commission in Decision 2021/914 of 4 June 2021, Module One (controller to controller), the terms of which are incorporated into this Agreement by reference, with EP as data exporter and Customer as data importer. The optional docking clause and the option in Clause 17 selecting the law of Sweden apply. The competent supervisory authority is the Swedish Authority for Privacy Protection (Integritetsskyddsmyndigheten). For transfers from the United Kingdom, the UK International Data Transfer Addendum issued by the UK Information Commissioner applies. For transfers from Switzerland, the Standard Contractual Clauses are interpreted in accordance with the Swiss Federal Act on Data Protection.

7.4. EP security. EP maintains administrative, technical, and physical safeguards designed to protect the security and integrity of the API and the API Content, including encryption in transit, role-based access controls, audit logging, and regular vulnerability management. EP makes no specific commitment to any particular security standard except as expressly set out in a separately executed agreement.

7.5. EP's processing of Customer's account data. EP processes Customer's account, billing, and contact information in EP's capacity as a controller, in accordance with EP's Privacy Notice published at eliteprospects.com. Questions may be directed to privacy@eliteprospects.com.

7.6. No processor relationship. Nothing in this Agreement establishes EP as a processor of Customer's personal data. Customer shall not transmit to EP any personal data of its end users beyond what is necessary to administer Customer's account. If Customer wishes to engage EP as a processor for any purpose, the parties must enter into a separate written data processing agreement.

7.7. Mutual indemnity for data protection. Each party shall defend, indemnify, and hold harmless the other party from and against any third-party claim (including from a supervisory authority) arising from the indemnifying party's breach of its obligations under Data Protection Law in respect of personal data flowing through the API.

8. Term and termination

8.1. Term. This Agreement begins on the Effective Date and continues for the Subscription Term set out in the Order, with automatic renewals as set out in Section 5.4, until terminated as set out below.

8.2. Termination for convenience by Customer. Customer may cancel its subscription at any time through the account portal. Cancellation takes effect at the end of the then-current Subscription Term. Customer remains responsible for fees accrued through that date and is not entitled to any refund.

8.3. Termination for cause. Either party may terminate this Agreement immediately on written notice if the other party (a) materially breaches this Agreement and fails to cure within 15 days after written notice (or, in the case of a breach by Customer of Sections 3, 4, or 6, immediately and without cure right), or (b) becomes insolvent, files for bankruptcy, or ceases to do business in the ordinary course.

8.4. Termination for convenience by EP. EP may terminate Customer's access to the Explorer (Free) Tier at any time, for any or no reason, on notice. For paid Tiers, EP may terminate this Agreement at the end of the then-current Subscription Term on at least 30 days' written notice.

8.5. Effects of termination. On termination or expiration of this Agreement, all licenses granted to Customer terminate immediately. Customer shall cease all use of the API and API Content, purge all cached API Content, and remove all attribution and EP marks from its products within 30 days, and shall certify such deletion in writing within 14 days if requested by EP. Sections 1, 3.2 (deletion), 6, 7.2, 7.3, 7.7, 8.5, 9, 10, 11, 12, 13, and 14 survive termination.

9. Warranties and disclaimers

9.1. Mutual warranties. Each party warrants that it has full power and authority to enter into this Agreement and that it will comply with all laws applicable to its performance under this Agreement.

9.2. Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE API AND THE API CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". EP AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND TITLE. EP DOES NOT WARRANT THAT THE API WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THE API CONTENT WILL BE ACCURATE OR CURRENT. CUSTOMER ASSUMES ALL RISK OF USE.

9.3. No service-level commitment for Free and Personal Tiers. EP makes no service-level commitment for the Explorer or Personal Tiers. For the Commercial and Enterprise Tiers, the service-level description published in the Documentation applies, if any.

10. Limitation of liability

10.1. Excluded damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. Aggregate cap. EXCEPT FOR THE EXCLUDED CLAIMS DEFINED BELOW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID OR PAYABLE BY CUSTOMER TO EP IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (B) ONE HUNDRED EURO (EUR 100).

10.3. Excluded claims. The limits in Sections 10.1 and 10.2 do not apply to (a) Customer's payment obligations, (b) either party's indemnification obligations under Sections 7.7 and 11, (c) Customer's breach of Sections 3 (Use restrictions), 4.2 (Credentials), or 6 (Confidentiality and intellectual property), or (d) liability that cannot be limited under applicable law, including liability for fraud, gross negligence, willful misconduct, or death or personal injury caused by negligence.

10.4. Free Tier. For any period during which Customer is using the Explorer (Free) Tier, EP's aggregate liability is capped at one hundred euro (EUR 100), and EP makes no warranty as to availability or accuracy of any kind.

10.5. Allocation of risk. Customer acknowledges that the fees reflect the allocation of risk in this Agreement, and that EP would not enter into this Agreement on the terms set out herein without these limitations.

10.6. Germany-specific. For Customers established in Germany, the limitations of liability in this Section 10 do not apply to liability for (a) intentional or grossly negligent breach, (b) injury to life, body, or health, (c) breach of cardinal contractual duties (in which case liability is limited to foreseeable damages typical of this type of contract), or (d) liability under the Product Liability Act (Produkthaftungsgesetz) or any other mandatory statutory liability.

11. Indemnification

11.1. By Customer. Customer shall defend, indemnify, and hold harmless EP and its affiliates, officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Customer's use of the API or API Content in breach of this Agreement, (b) Customer's Permitted Applications (other than to the extent attributable to the API Content as supplied by EP), (c) Customer's violation of any law or third-party right, or (d) any claim by an Authorized User against EP.

11.2. By EP. EP shall defend Customer from any third-party claim that the API, as provided by EP and used in accordance with this Agreement and the Documentation, infringes a third party's copyright, trademark, or trade secret, and will pay any damages finally awarded by a court of competent jurisdiction or settlement agreed by EP. EP's obligation under this Section 11.2 does not apply to claims arising from (a) Customer's modifications to or combinations of the API with anything not supplied by EP, (b) use outside the scope of the license granted in Section 2 or in breach of Section 3, (c) API Content sourced from third parties that EP has identified as such in the Documentation, or (d) Customer's failure to use a non-infringing update made available by EP. If the API is held to infringe, EP may, at its option, modify the API to be non-infringing, procure rights for Customer to continue using the API, or terminate this Agreement and refund any prepaid unused fees. THIS

SECTION 11.2 STATES EP'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM. This Section 11.2 does not apply to the Explorer (Free) Tier.

11.3. Procedure. The party seeking indemnification shall promptly notify the indemnifying party in writing, give the indemnifying party sole control of the defense and settlement, and provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim without the indemnified party's prior written consent (not to be unreasonably withheld) if the settlement requires any admission, payment, or undertaking by the indemnified party.

12. Audit

12.1. Right to audit. EP may, on at least 30 days' prior written notice, audit Customer's use of the API and API Content for compliance with this Agreement. Audits will be conducted during regular business hours, no more than once in any 12-month period (except in case of a reasonable suspicion of breach), and in a manner that minimizes disruption to Customer's operations. Customer shall provide reasonable cooperation, including access to relevant logs, configurations, and personnel.

12.2. Costs. Each party bears its own costs unless the audit reveals a material breach of Section 3 or underpayment of fees by more than 5%, in which case Customer shall reimburse EP's reasonable audit costs and pay any underpaid fees with interest at the lesser of 1.5% per month or the maximum permitted by law.

13. Compliance, beta features, and changes

13.1. Export controls and sanctions. Customer represents that it (a) is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S., EU, UK, or UN sanctions, including without limitation Cuba, Iran, North Korea, Syria, the Crimea region, and the so-called Donetsk and Luhansk regions, and (b) is not on any restricted-party list maintained by the U.S. Office of Foreign Assets Control (OFAC), the U.S. Department of Commerce, the European Union, or the United Kingdom. Customer shall not use the API in violation of applicable export control or sanctions laws.

13.2. Anti-corruption. Each party shall comply with applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the Swedish Penal Code, and shall not offer, give, or accept any bribe, kickback, or improper payment in connection with this Agreement.

13.3. Beta features. EP may make pre-release, alpha, beta, evaluation, or experimental features ("Beta Features") available to Customer. Beta Features are provided "as is" with no warranties or support, are confidential, and may be modified or withdrawn at any time. EP has no liability arising from Customer's use of Beta Features.

13.4. Changes to the API. EP may update, modify, deprecate, or discontinue any portion of the API or API Content at any time. EP will use reasonable efforts to provide at least 90 days' advance notice of material breaking changes for paid Tiers, except where shorter notice is required for security, legal, or licensor reasons.

13.5. Changes to this Agreement. EP may modify this Agreement from time to time. EP will post the updated version, increment the version number, and update the "Last updated" date. Material changes take effect 30 days after EP gives notice to Customer (by email or in-product). If Customer does not agree to the change, Customer's sole remedy is to terminate this Agreement before the change takes effect, in which case EP will refund any prepaid unused fees on a pro-rata basis. Non-material changes (including changes required for legal compliance, security, or to address abuse) take effect on posting. Customer's continued use of the API after the effective date of any change constitutes acceptance of the change.

14. General

14.1. Governing law. This Agreement is governed by the laws of Sweden, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

14.2. Dispute resolution. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or validity thereof, will be brought exclusively in the courts of Stockholm, Sweden, and the parties consent to the personal jurisdiction and venue of such courts. The parties waive any right to a jury trial and any right to participate in a class, collective, or representative action. Notwithstanding the foregoing, where a separately executed Master Services Agreement applies (Enterprise Tier), the dispute resolution provisions of that agreement control.

14.3. Notices. Notices to EP shall be sent to legal@eliteprospects.com, with a copy by post to Eversport Group AB, Gamla Brogatan 11, 111 20 Stockholm, Sweden. Notices to Customer shall be sent to the email address on file in Customer's account. Notices are deemed given on receipt or, in the case of email, on transmission absent a bounce-back.

14.4. Force majeure. Neither party is liable for any failure or delay in performance, other than payment obligations, caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, government action, labor dispute, internet or telecommunications failure, or third-party service provider failure.

14.5. Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without EP's prior written consent. EP may assign this Agreement to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void.

14.6. Independent contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

14.7. Third-party beneficiaries. There are no third-party beneficiaries of this Agreement, except that EP's licensors and data partners are intended beneficiaries of the use restrictions in Section 3 and may enforce them directly.

14.8. Severability. If any provision of this Agreement is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be interpreted to give effect to the parties' intent to the maximum extent permitted by law.

14.9. No waiver. A party's failure to enforce any provision is not a waiver of its right to do so later. Waivers must be in writing and signed by the waiving party.

14.10. Entire agreement. This Agreement, together with the Order and the Documentation, constitutes the entire agreement between the parties regarding the API and supersedes all prior or contemporaneous agreements, understandings, or representations. Any pre-printed terms on a Customer purchase order or similar document are rejected and have no force.

14.11. Electronic acceptance. This Agreement may be accepted electronically, including by clickwrap or by any equivalent affirmative act, and is binding on Customer when so accepted. EP records the date, time, IP address, document version, and entity details of acceptance, which together constitute Customer's electronic signature.

14.12. Language. This Agreement is concluded in English. Any translation is provided for convenience only and the English version controls in case of conflict.

ACCEPTED AND AGREED.

By clicking "I agree" or any equivalent affirmative act at account creation or checkout, Customer accepts this Agreement and confirms that the individual completing the action is authorized to bind the Customer entity.

EverySPORT Group AB | Corporate ID 556739-8143 | Gamla Brogatan 11, 111 20 Stockholm, Sweden

eliteprospects.com | legal@eliteprospects.com