

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN PLAYING PEPPER, LLC (“PLAYING PEPPER”) AND THE INDIVIDUAL OR TEAM OR OTHER ENTITY USING THE EDGE BASEBALL OR SOFTBALL SERVICES (EACH, THE “USER”). IF YOU CLICK THE “ACCEPT” OPTION, YOU ARE BINDING THE USER TO THE TERMS OF THIS AGREEMENT, AND REPRESENTING TO PLAYING PEPPER THAT YOU HAVE THE AUTHORITY TO DO SO. You are not required to accept these terms but, unless and until you do, you will not be permitted to continue the registration process, and neither you nor the User (if different) will be authorized to use the Edge Baseball or Softball services.

EDGE TERMS OF USE

Background

Playing Pepper offers baseball and softball player development and evaluation services (each, a “Service”) that provide amateur baseball and softball teams and their players with a means of reviewing and tracking players’ pitching and hitting performance and comparing it with their historic performance and the performance of others. The User has subscribed or wishes to subscribe to one or more of these services. Playing Pepper is willing to grant the User the use of the Services on the terms and conditions set forth in these Terms of Use.

These Terms of Use refers to the services to which the User has subscribed as the “Services,” the first day of the User’s paid subscription as the “Effective Date,” and the period of that subscription as the “Term.”

Agreement

1. LICENSE GRANT. Playing Pepper, subject to the terms and conditions of these Terms of Use, grants the User a nonexclusive license during the Term to access and use the Services, the reports and analyses available through the Services (the “Reports”), and the player performance data contained in the Reports (the “Data” and, together with the Services and Reports, the “Program Materials”) for player development and the User’s other personal or internal purposes of and for no other purpose.

2. USER OBLIGATIONS. The User will create and preserve reasonable backup copies of its data and other information and records, perform accuracy checks on a routine basis, and take such other precautions as may reasonably be required to detect and guard against possible malfunctions, loss of data, or unauthorized access to the User’s computers. The User will safeguard its user ID and passwords (collectively, the “Log-Ins”) from misappropriation or use by other parties and, unless the User has previously notified Playing Pepper that the Log-Ins have been misappropriated, Playing Pepper will be entitled to rely on all information provided and actions taken by any party who properly enters the User’s Log-Ins. The User represents and warrants that the User is not a child younger than 13 years old, and that the User will not permit children younger than 13 years of age to enter data or other information into Services.

3. WARRANTY DISCLAIMERS; LIABILITY LIMITATIONS.

3.1. Warranties.

3.1.1. *General*. Playing Pepper warrants the Services will perform substantially in accordance with the applicable specifications. Your sole and exclusive remedy for breach of this Warranty is correction or re-performance of the defective Services or, at Playing Pepper’s option, termination of the Services and refund of the applicable portion of the subscription fees paid.

3.1.2. *Free Services*. THE PROVISIONS OF THIS SECTION 3.1.2 APPLY IN PLACE OF SECTION 3.1.1 WITH RESPECT TO SERVICES PROVIDED WITHOUT CHARGE, INCLUDING WITHOUT LIMITATION SERVICES OFFERED FOR EVALUATION OR BETA TESTING (COLLECTIVELY, “FREE SERVICES”). ALL FREE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS, WITHOUT WARRANTY AND WITHOUT SUPPORT OR OTHER SERVICES BY PLAYING PEPPER.

3.1.3. *Disclaimer*. EXCEPT AS EXPRESSLY PROVIDED BY SECTION 3 OF THIS AGREEMENT, PLAYING PEPPER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF NONINFRINGEMENT. PLAYING PEPPER DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICES WILL PROVIDE 100% PROTECTION. Some jurisdictions do not allow limitations on certain

implied warranties, so the above limitations may not apply to you. You may have other rights that vary from jurisdiction to jurisdiction.

3.2. Limitation of Liability. IN NO EVENT SHALL PLAYING PEPPER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, ECONOMIC LOSS, THE INTERRUPTION, LOSS OF USE OF THE EDGE OR ANY PROGRAM MATERIALS. PLAYING PEPPER'S LIABILITY TO THE USER OR ANY THIRD PARTY WILL IN NO EVENT EXCEED THE SUBSCRIPTION FEE ACTUALLY PAID FOR THE SERVICE GIVING RISE TO THE LIABILITY OR TO WHICH THE LIABILITY RELATES.

4. OWNERSHIP AND PROPRIETARY RIGHTS.

4.1. Program Materials. Playing Pepper, as between Playing Pepper and the User, shall own all right, title and interest in and to the Program Materials (including, without limitation, all updates and upgrades, improvements, or enhancements, and custom features and functions), and all patents, copyrights and other intellectual property rights therein. Playing Pepper shall retain the exclusive right to reproduce, publish, patent, copyright, sell, license, transfer and otherwise make use of the Services and all such inventions, discoveries, improvements, enhancements and methodologies, without accounting or attribution to the User.

4.2. User Data. The User, as between the User and Playing Pepper, shall own all right, title and information the User or its coaches or players upload to Services, provided, that the User grants Playing Pepper perpetual, irrevocable, royalty-free license to analyze, use, distribute and otherwise publish the same, and as Playing Pepper may otherwise determine, including, without limitation, combining User data with other data, and incorporating such data in reports, studies, analyses and research, and publishing or distributing such the same as Playing Pepper may determine appropriate. Playing Pepper's rights to use such data shall survive the termination of these Terms of Use.

5. PRIVACY POLICY. Playing Pepper's collection and use of User data and other information is governed by Playing Pepper's Privacy Policy, currently published at www.edgehq.com/downloads/privacy_policy_v1011.pdf, as Playing Pepper may revise the same from time to time. In the event of a conflict between such Privacy Policy and the terms of these Terms of Use, these Terms of Use will control.

6. MISCELLANEOUS.

6.1. No Other Beneficiaries. These Terms of Use are being made and entered into solely for the benefit of Playing Pepper and the User, and no party intends hereby to create any rights in favor of any other person as a party or third party beneficiary of these Terms of Use or otherwise.

6.2. Assignment. These Terms of Use and the licenses granted herein, which are personal to the User, may not be sold, assigned, sub-licensed or otherwise transferred without the prior written consent of Playing Pepper, such consent not unreasonably to be withheld. Any attempt to transfer without such consent shall be void. If Playing Pepper consents to the assignment, sub-license or transfer, these Terms of Use shall be binding on the successors and assigns of the parties hereto.

6.3. Force Majeure. Neither party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, failure of phone lines or phone equipment, power failure, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of the work force of the party taking advantage of the provisions of this Section 6.3), Acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

6.4. Governing Law and Jurisdiction. Except with respect to that body of law relating to choice of law, these Terms of Use shall be governed by and construed under the laws of the State of New Jersey. The parties agree to submit to jurisdiction and venue in such state, and in the U.S. District Courts in such state. Any award made by a court in conjunction with litigation between the parties regarding these Terms of Use shall include an award of all reasonable attorneys' fees and legal costs incurred by the party in whose favor the final decision is rendered.

6.5. Complete Agreement. These Terms of Use, including the Attachments constitute the complete and entire Agreement between the parties and supersede all previous communications and representations or agreements, either oral or written, with respect to the subject matter hereof. These Terms of Use cannot be modified or changed in whole or in part in any manner other than by an Agreement in writing duly signed by both parties hereto.

6.6. Severability. If any provision of these Terms of Use or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of these Terms of Use, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of these Terms of Use shall be valid and enforced to the fullest extent of the law.

6.7. Waiver and Amendment. These Terms of Use may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of these Terms of Use shall not operate or be construed as a waiver of any subsequent breach.

6.8. Interpretation. In these Terms of Use, (i) section headings are for convenience only and shall not affect the construction or interpretation of these Terms of Use, (ii) the use of plural shall include the singular and the use of the singular shall include the plural, in each case where the context requires, and (iii) references to masculine, feminine or neuter genders shall include each and every gender as the context requires.