

APOLLO SPONSORSHIP INTELLIGENCE ENVIRONMENT™

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

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MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into between **Centroamerica Media Hub LLC**, doing business as **Apollo Sports Business Group™** ("**Apollo**"), a limited liability company organized under the laws of the District of Columbia, United States of America, and the legal entity identified in the applicable Order Form ("**Customer**").

This Agreement establishes the legal and commercial framework governing Customer's access to, and use of, the Apollo Sponsorship Intelligence Environment™ together with all subscribed Intelligence Modules, Analytical Frameworks, reports, dashboards, consulting services, implementation services and related professional services provided by Apollo.

Each executed Order Form incorporates this Agreement by reference and forms an integral part of the contractual relationship between the Parties.

Contenido

APOLLO SPONSORSHIP INTELLIGENCE ENVIRONMENT™	1
MASTER SERVICES AGREEMENT	2
ARTICLE 1	12
DEFINITIONS	12
1.1 Apollo	12
1.2 Environment	12
1.3 Intelligence Module	12
1.4 Analytical Frameworks	13
1.5 Apollo Intelligence	13
1.6 Customer Content	13
1.7 Operational Data	14
1.8 Services	14
1.9 Order Form	14
1.10 Documentation	14
1.11 Authorized Users	15
1.12 Business Day	15
1.13 Confidential Information	15
1.14 Intellectual Property Rights	15
ARTICLE 2	15
PURPOSE OF THE AGREEMENT	15
ARTICLE 3	16
SCOPE OF SERVICES	16
3.1 General	16
3.2 Subscription Nature	16
3.3 Independent Intelligence Modules	17

3.4 Professional Judgment	17
3.5 Continuous Development	17
3.6 Service Evolution	18
ARTICLE 4	18
CUSTOMER RESPONSIBILITIES	18
4.1 General Obligations	18
4.2 Accuracy of Customer Content	18
4.3 Authority	19
4.4 Authorized Users	19
4.5 Security Responsibilities	19
4.6 Technical Requirements	20
4.7 Customer Decisions	20
4.8 Customer Personnel	20
4.9 Compliance with Applicable Law	21
4.10 Cooperation During Onboarding	21
ARTICLE 5	21
ACCESS TO THE ENVIRONMENT	21
5.1 Limited Subscription Right	21
5.2 Nature of Access	21
5.3 Availability	22
5.4 Maintenance Windows	22
5.5 Suspension of Access	22
5.6 User Credentials	23
5.7 Usage Monitoring	23
5.8 Fair Use	23
5.9 Beta Features	24
5.10 Geographic Infrastructure	24
ARTICLE 6	24

INTELLECTUAL PROPERTY RIGHTS AND LICENSE	24
6.1 Apollo Ownership	24
6.2 Customer Ownership	25
6.3 Processing License	25
6.4 Ownership of Apollo Intelligence	25
6.5 Feedback	26
6.6 Reservation of Rights	26
6.7 Restrictions	26
ARTICLE 7	27
SUBSCRIPTION TERM	27
7.1 Subscription Commencement	27
7.2 Initial Term	27
7.3 Renewal	27
7.4 Additional Intelligence Modules	27
7.5 Reduction of Services	28
7.6 Suspension Does Not Extend Term	28
7.7 Early Termination	28
7.8 Effect of Module Expiration	29
7.9 Migration Between Service Plans	29
ARTICLE 8	29
FEES, INVOICING AND PAYMENT	29
8.1 Fees	29
8.2 Taxes	29
8.3 Invoicing	30
8.4 Payment Terms	30
8.5 Late Payments	30
8.6 Suspension for Non-Payment	30
8.7 Disputed Invoices	30

8.8 Expenses	31
8.9 Price Adjustments	31
8.10 No Set-Off	31
ARTICLE 9	31
PROFESSIONAL SERVICES, SUPPORT AND SERVICE DELIVERY	31
9.1 Professional Services	31
9.2 Customer Cooperation	32
9.3 Support Services	32
9.4 Support Channels	32
9.5 Response Targets	33
9.6 Continuous Improvement	33
9.7 Customer Success Reviews	33
9.8 Training	33
9.9 Third-Party Services	34
ARTICLE 10	34
ACCEPTABLE USE OF THE ENVIRONMENT	34
10.1 Intended Purpose	34
10.2 Prohibited Activities	34
10.3 Responsible Use of Apollo Intelligence	35
10.4 Artificial Intelligence Components	35
10.5 Public and Third-Party Information	35
10.6 Regulatory Compliance	36
ARTICLE 11	36
DATA PROCESSING, SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION	36
11.1 General Principles	36
11.2 Hosting Infrastructure	36
11.3 Data Processing	37
11.4 Security Measures	37

11.5 Operational Data	37
11.6 Aggregated Information	38
11.7 Customer Confidential Information.....	38
11.8 Security Incidents.....	38
ARTICLE 12.....	39
REPRESENTATIONS AND PROFESSIONAL STANDARDS	39
12.1 Mutual Authority	39
12.2 Professional Performance	39
12.3 Analytical Nature of Services	39
12.4 No Commercial Guarantee	39
12.5 No Fiduciary Relationship	40
12.6 Reliance	40
12.7 Future Methodological Improvements	40
ARTICLE 13.....	40
CONFIDENTIALITY	40
13.1 Definition of Confidential Information.....	40
13.2 Confidentiality Obligations.....	42
13.3 Exclusions	42
13.4 Required Disclosure	43
13.5 Confidentiality Period.....	43
13.6 Injunctive Relief	43
ARTICLE 14.....	43
WARRANTIES AND DISCLAIMERS	43
14.1 Mutual Warranties	43
14.2 Apollo Professional Warranty	44
14.3 No Warranty Regarding Commercial Outcomes	44
14.4 No Professional Legal or Financial Advice	45
14.5 Information Sources.....	45

14.6 Disclaimer of Implied Warranties	45
ARTICLE 15.....	46
INDEMNIFICATION	46
15.1 Customer Indemnity	46
15.2 Apollo Indemnity	46
15.3 Exclusions	47
15.4 Indemnification Procedure.....	47
ARTICLE 16.....	47
LIMITATION OF LIABILITY	47
16.1 Allocation of Risk.....	47
16.2 Exclusion of Certain Damages	48
16.3 Liability Cap	48
16.4 Professional Nature of the Services	49
16.5 Exclusions from the Liability Cap	49
16.6 Multiple Claims	49
16.7 Mitigation.....	50
ARTICLE 17.....	50
TERMINATION	50
17.1 Termination for Cause	50
17.2 Immediate Termination	50
17.3 Insolvency	51
17.4 Termination for Convenience	51
17.5 Partial Termination.....	51
17.6 Survival	51
ARTICLE 18.....	52
EFFECT OF TERMINATION	52
18.1 Cessation of Access.....	52
18.2 Customer Content.....	52

18.3 Retention of Apollo Intelligence	52
18.4 Outstanding Fees	53
18.5 Return or Destruction of Confidential Information.....	53
18.6 Continuing Cooperation	53
ARTICLE 19.....	54
FORCE MAJEURE.....	54
19.1 Force Majeure Events	54
19.2 Notice	54
19.3 Mitigation.....	55
19.4 Extended Force Majeure	55
ARTICLE 20.....	55
COMPLIANCE WITH LAWS AND ETHICAL BUSINESS PRACTICES	55
20.1 General Compliance	55
20.2 Anti-Bribery and Anti-Corruption	55
20.3 Trade Sanctions and Export Controls.....	56
20.4 Data Protection	56
20.5 Ethical Use of Apollo Intelligence	56
20.6 Regulatory Cooperation	56
ARTICLE 21.....	57
PUBLICITY, REFERENCES AND USE OF NAMES	57
21.1 Customer Identification.....	57
21.2 Case Studies	57
21.3 Customer Marks.....	57
21.4 Press Releases	58
21.5 Industry Recognition.....	58
21.6 Testimonials.....	58
ARTICLE 22.....	58
NOTICES.....	58

22.1 Method of Notice	58
22.2 Effective Date of Notice.....	59
22.3 Change of Contact Information.....	59
ARTICLE 23.....	59
ASSIGNMENT AND SUBCONTRACTING	59
23.1 Assignment	59
23.2 Subcontractors.....	60
ARTICLE 24.....	60
RELATIONSHIP OF THE PARTIES	60
ARTICLE 25.....	60
ENTIRE AGREEMENT.....	60
ARTICLE 26.....	61
AMENDMENTS	61
ARTICLE 27.....	61
SEVERABILITY.....	61
ARTICLE 28.....	62
WAIVER.....	62
ARTICLE 29.....	62
GOVERNING LAW AND DISPUTE RESOLUTION	62
29.1 Governing Law	62
29.2 Good Faith Negotiation.....	62
29.3 Mediation	63
29.4 Judicial Proceedings.....	63
29.5 Equitable Relief	63
ARTICLE 30.....	64
MISCELLANEOUS	64
30.1 Counterparts.....	64
30.2 Electronic Signatures.....	64

30.3 Interpretation	64
30.4 Further Assurances.....	64
30.5 Language	65
EXECUTION	65
ANNEX A – INTELLIGENCE MODULE SCHEDULES	65
Inventory Intel™	65
Broadcast Intel™	65
Digital Intel™	66

ARTICLE 1

DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below.

1.1 Apollo

"Apollo" means Centroamerica Media Hub LLC, including its affiliates, contractors, consultants and authorized representatives engaged in delivering Services under this Agreement.

1.2 Environment

"Environment" means the Apollo Sponsorship Intelligence Environment™, being Apollo's proprietary cloud-based sponsorship intelligence platform, through which subscribed Intelligence Modules, Analytical Frameworks, reports, dashboards, analytical outputs and related professional services are delivered.

The Environment constitutes a proprietary intelligence ecosystem and shall not be construed as software licensed for installation, sale or transfer to Customer.

1.3 Intelligence Module

"Intelligence Module" means any functional analytical capability subscribed by Customer under an applicable Order Form.

Intelligence Modules may include, without limitation:

- Inventory Intelligence™
- Sponsorship Intelligence™
- Digital Intelligence™
- Broadcast Intelligence™
- or any successor module introduced by Apollo.

Each Intelligence Module constitutes an independent subscribed service governed by its respective Intelligence Module Schedule.

1.4 Analytical Frameworks

"Analytical Frameworks" means Apollo's proprietary methodologies, models, scoring systems, valuation techniques, algorithms, benchmarking processes, weighting methodologies, classifications, analytical structures, business rules, taxonomies and decision-support methodologies used to generate Apollo Intelligence.

Analytical Frameworks constitute Confidential Information and exclusive intellectual property of Apollo.

1.5 Apollo Intelligence

"Apollo Intelligence" means all analytical outputs generated by the Environment including, without limitation,

reports, dashboards, analytical observations, recommendations,

benchmarking, performance measurements, commercial scoring,

asset classifications, valuation outputs, risk indicators, AI-generated analytical summaries, strategic recommendations, trend analysis, commercial insights, portfolio analysis, and any derivative analytical work generated through the Environment.

Apollo Intelligence represents professional analytical opinion generated using proprietary Analytical Frameworks and shall not be interpreted as objective fact or financial guarantee.

1.6 Customer Content

"Customer Content" means all information, documents, sponsorship inventories, contracts, commercial information, media assets, branding materials, presentations, pricing information, financial information, strategic

documentation, images, logos, videos, spreadsheets and any other information uploaded or supplied by Customer for use within the Environment.

Customer Content excludes Apollo Intelligence.

1.7 Operational Data

"Operational Data" means technical, statistical and operational information generated through Customer's use of the Environment including, without limitation, system usage, processing logs, performance metrics, module utilization, processing statistics, error reporting, security logs, diagnostic information, configuration metadata, and service performance information.

Operational Data does not include Customer Content except where technically required for system processing.

1.8 Services

"Services" means all subscriptions, professional services, implementation services, consulting services, onboarding services, support services, training services and analytical services provided by Apollo.

1.9 Order Form

"Order Form" means any commercial document executed by the Parties specifying subscribed Intelligence Modules, subscription periods, pricing, implementation services and commercial terms.

Each Order Form forms part of this Agreement.

1.10 Documentation

"Documentation" means Apollo's user documentation, onboarding documentation, service manuals, implementation documentation and operating procedures made available to Customer.

1.11 Authorized Users

"Authorized Users" means employees, officers, contractors or representatives authorized by Customer to access subscribed Intelligence Modules.

1.12 Business Day

Business Day means Monday through Friday excluding public holidays observed in the District of Columbia, United States.

1.13 Confidential Information

Confidential Information has the meaning set forth in Article 14.

1.14 Intellectual Property Rights

Intellectual Property Rights means all copyrights, trademarks, trade secrets, patents, database rights, know-how, software rights, design rights and all other proprietary rights recognized under applicable law.

ARTICLE 2

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the legal framework governing Customer's subscription to the Apollo Sponsorship Intelligence Environment™ and the provision of professional sponsorship intelligence services by Apollo.

Apollo shall provide access to subscribed Intelligence Modules solely as identified within the applicable Order Form.

Nothing contained in this Agreement shall obligate Apollo to provide Intelligence Modules or Services not expressly purchased by Customer. Customer acknowledges that the Environment constitutes a proprietary analytical environment combining cloud-based technologies, professional consulting services, proprietary Analytical Frameworks and analytical methodologies.

The Parties acknowledge that the Services are business-to-business services intended exclusively for commercial organizations and are not consumer products.

ARTICLE 3

SCOPE OF SERVICES

3.1 General

Apollo shall provide the Services identified in each executed Order Form. Services may include one or more of the following:

- (a) access to subscribed Intelligence Modules;
- (b) onboarding and implementation services;
- (c) analytical consulting;
- (d) sponsorship valuation services;
- (e) reporting services;
- (f) dashboard configuration;
- (g) data migration assistance;
- (h) user training;
- (i) customer support;
- (j) AI-assisted analytical services;
- (k) custom analytical engagements;
- (l) other professional services expressly described in the applicable Order Form.

3.2 Subscription Nature

Customer acknowledges that access to the Environment is provided exclusively on a subscription basis.

No ownership rights in the Environment are transferred.

Customer acquires only the limited contractual right to access subscribed Services during the applicable Subscription Term.

3.3 Independent Intelligence Modules

Each Intelligence Module operates as an independent subscribed service. Subscription to one Intelligence Module shall not create any entitlement to access other Intelligence Modules unless expressly stated in the applicable Order Form.

Apollo may introduce new Intelligence Modules from time to time. Such modules shall require separate commercial agreement unless otherwise expressly included within Customer's subscription.

3.4 Professional Judgment

Customer acknowledges that Apollo Intelligence incorporates professional analytical judgment, proprietary methodologies and commercially reasonable assumptions.

Apollo does not warrant that analytical outputs will align with Customer expectations or commercial objectives.

Analytical conclusions represent professional analytical opinions rather than guarantees of commercial performance.

3.5 Continuous Development

Apollo reserves the right to enhance, improve, refine or modify the Environment, Analytical Frameworks and Intelligence Modules provided that such modifications do not materially reduce the overall functionality of subscribed Services.

Enhancements may include new analytical models, improved algorithms, artificial intelligence capabilities, interface improvements, reporting enhancements, automation features and security improvements.

3.6 Service Evolution

Customer acknowledges that sponsorship intelligence is an evolving discipline.

Apollo may update methodologies, classifications, scoring systems, benchmarking methodologies and analytical processes to reflect industry developments, technological advancements and best practices. Such updates shall not constitute a breach of this Agreement.

ARTICLE 4

CUSTOMER RESPONSIBILITIES

4.1 General Obligations

Customer shall cooperate in good faith with Apollo throughout the Subscription Term and shall provide all information, personnel, approvals, documentation and reasonable assistance necessary for Apollo to perform the Services.

Customer acknowledges that the quality, accuracy and usefulness of Apollo Intelligence depends materially upon the completeness, accuracy and timeliness of Customer Content supplied to the Environment.

4.2 Accuracy of Customer Content

Customer represents and warrants that Customer Content submitted to the Environment is, to the best of its knowledge:

- (a) accurate;
- (b) complete in all material respects;

(c) lawfully obtained;
(d) maintained in accordance with applicable law; and
(e) submitted with all necessary permissions and legal authority.
Apollo shall not be responsible for analytical conclusions affected by inaccurate, incomplete, misleading or outdated Customer Content.

4.3 Authority

Customer represents that it possesses all necessary rights, licenses, permissions and authority to upload Customer Content into the Environment and to authorize Apollo to process such information in accordance with this Agreement.

Customer shall remain solely responsible for obtaining any approvals required from leagues, federations, clubs, commercial partners, sponsors, agencies or other third parties.

4.4 Authorized Users

Customer shall ensure that all Authorized Users:

- comply with this Agreement;
- maintain appropriate credential security;
- access the Environment solely for Customer's internal business purposes; and
- refrain from activities prohibited under this Agreement.

Customer is responsible for all activities conducted through its Authorized User accounts.

4.5 Security Responsibilities

Customer shall implement commercially reasonable administrative, technical and organizational measures to protect login credentials and access to the Environment.

Customer shall promptly notify Apollo upon becoming aware of:

- unauthorized access;

- compromised credentials;
- suspected cybersecurity incidents;
- unauthorized disclosure of Customer accounts; or
- misuse of the Environment.

4.6 Technical Requirements

Customer is responsible for maintaining suitable internet connectivity, hardware, software, browsers and compatible devices necessary to access the Environment.

Apollo shall have no responsibility for failures arising from Customer infrastructure or third-party telecommunications services.

4.7 Customer Decisions

Customer acknowledges that all commercial, sponsorship, valuation, pricing, investment and operational decisions remain solely the responsibility of Customer.

Apollo Intelligence is intended to support informed decision-making and shall not replace Customer's independent business judgment.

4.8 Customer Personnel

Customer shall designate one or more project representatives authorized to:

- approve implementation activities;
- coordinate onboarding;
- provide Customer Content;
- review deliverables;
- communicate operational instructions; and
- receive notices regarding subscribed Services.

Apollo may rely upon instructions reasonably believed to originate from Customer's designated representatives.

4.9 Compliance with Applicable Law

Customer shall use the Environment in compliance with all applicable laws, regulations, sanctions, export control laws, anti-corruption laws and applicable data protection legislation.

4.10 Cooperation During Onboarding

Customer shall provide reasonable cooperation during onboarding, including timely completion of implementation questionnaires, inventory submissions, configuration reviews, testing activities and validation procedures.

Implementation timelines may be extended where Customer delays materially affect Apollo's ability to perform the Services.

ARTICLE 5

ACCESS TO THE ENVIRONMENT

5.1 Limited Subscription Right

Subject to this Agreement and payment of all applicable fees, Apollo grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access the subscribed Environment during the applicable Subscription Term.

No ownership interest is transferred.

5.2 Nature of Access

Access to the Environment constitutes access to an intelligence service delivered through cloud infrastructure.

Customer is not purchasing software, source code, databases, analytical models or any underlying technology.

5.3 Availability

Apollo shall use commercially reasonable efforts to maintain the operational availability of the Environment.

Customer acknowledges that temporary interruptions may occur as a result of:

- scheduled maintenance;
- security updates;
- system upgrades;
- emergency maintenance;
- third-party cloud infrastructure failures;
- internet disruptions;
- force majeure events; or
- other events outside Apollo's reasonable control.

Temporary service interruptions shall not constitute breach of this Agreement.

5.4 Maintenance Windows

Apollo may perform scheduled maintenance from time to time.

Where reasonably practicable, Apollo shall provide advance notice of maintenance expected to materially affect Customer access.

Emergency maintenance may be performed without prior notice.

5.5 Suspension of Access

Apollo may immediately suspend access where reasonably necessary to:

- protect the security of the Environment;
- investigate suspected fraud;
- prevent unauthorized access;
- protect Apollo Intellectual Property;
- comply with applicable law;
- respond to governmental requests;
- prevent harm to other customers;
- address payment defaults; or

investigate material violations of this Agreement.
Apollo shall restore access promptly once the underlying circumstances have been resolved where appropriate.

5.6 User Credentials

Customer shall ensure that login credentials remain confidential.
Customer shall not:
share credentials;
permit unauthorized users to access the Environment;
circumvent authentication mechanisms;
create unauthorized accounts; or
attempt to access areas not included within Customer's subscription.

5.7 Usage Monitoring

Apollo may monitor usage of the Environment for purposes including:
security;
system integrity;
service optimization;
capacity planning;
fraud prevention;
license compliance;
technical support; and
regulatory compliance.
Such monitoring shall be conducted in accordance with Apollo's Privacy Notice and applicable data protection laws.

5.8 Fair Use

Customer shall use subscribed Services in accordance with commercially reasonable usage expectations.
Apollo reserves the right to address excessive automated activity, abusive system usage or activities materially degrading service performance.

Apollo shall provide reasonable notice before taking action except where immediate intervention is required for security purposes.

5.9 Beta Features

Apollo may make beta, preview or experimental features available from time to time.

Unless otherwise agreed in writing:

beta features are provided "as available";

may be modified or withdrawn at any time;

may not be suitable for production use; and

shall not be subject to service level commitments.

5.10 Geographic Infrastructure

Customer acknowledges that the Environment is operated through infrastructure hosted in Germany and other supporting cloud infrastructure providers utilized by Apollo.

Apollo may relocate hosting infrastructure where commercially appropriate, provided applicable legal and security obligations continue to be satisfied.

ARTICLE 6

INTELLECTUAL PROPERTY RIGHTS AND LICENSE

6.1 Apollo Ownership

Apollo retains exclusively and without limitation all right, title and interest in and to: the Environment;

Apollo Intelligence; Intelligence Modules; Analytical Frameworks;

Algorithms, valuation methodologies; classification systems; source code;

object code; software architecture; workflows; documentation;

training materials; reports; templates; AI models; trade secrets; know-how;

processes; designs; interfaces; trademarks; logos; service marks; copyrights; patents; database rights; and all related Intellectual Property Rights. Except for the limited access rights expressly granted herein, no rights are transferred to Customer.

6.2 Customer Ownership

Customer retains ownership of Customer Content. Nothing contained in this Agreement transfers ownership of Customer Content to Apollo.

6.3 Processing License

Customer grants Apollo, for the duration of this Agreement, a worldwide, non-exclusive, royalty-free license to host, process, store, organize, analyze, reproduce, transmit and otherwise use Customer Content solely as necessary to perform the Services.

This license automatically terminates upon expiration or termination of the Agreement except where continued retention is required by law, backup procedures or agreed archival services.

6.4 Ownership of Apollo Intelligence

Apollo Intelligence constitutes original analytical work created through Apollo's proprietary methodologies and Analytical Frameworks. Accordingly, Apollo retains ownership of all Intellectual Property Rights embodied within Apollo Intelligence.

Subject to payment of applicable fees, Customer receives a perpetual internal business license to use Apollo Intelligence generated specifically for Customer during the Subscription Term.

Customer shall not commercialize, resell, sublicense, publish as a standalone product or otherwise exploit Apollo Intelligence independently of its own internal business operations without Apollo's prior written consent.

6.5 Feedback

Customer grants Apollo a perpetual, irrevocable, worldwide, royalty-free license to use suggestions, recommendations, enhancement requests, comments and feedback relating to the Environment without restriction or obligation.

No compensation shall be payable for such feedback.

6.6 Reservation of Rights

All rights not expressly granted under this Agreement are reserved by Apollo.

No implied licenses arise by estoppel, implication or otherwise.

6.7 Restrictions

Except as expressly authorized under this Agreement, Customer shall not:

- (a) copy the Environment;
- (b) reproduce Analytical Frameworks;
- (c) reverse engineer any component of the Environment except where mandatory law expressly permits;
- (d) create derivative analytical platforms based upon Apollo Intelligence;
- (e) remove proprietary notices;
- (f) scrape, harvest or systematically extract information from the Environment;
- (g) use Apollo Intelligence to train competing artificial intelligence or machine learning systems;
- (h) benchmark the Environment for publication without Apollo's prior written consent;
- (i) use the Environment to develop competing sponsorship intelligence products or services; or
- (j) permit any third party to engage in the foregoing activities.

A breach of this Section shall constitute a material breach of this Agreement and may entitle Apollo to immediate suspension or termination of access, in addition to any other remedies available at law or in equity.

ARTICLE 7

SUBSCRIPTION TERM

7.1 Subscription Commencement

The Subscription Term for each Intelligence Module shall commence on the Effective Date specified in the applicable Order Form unless otherwise expressly agreed in writing.

Where multiple Intelligence Modules are purchased at different times, each module may have an independent Subscription Term.

7.2 Initial Term

Unless otherwise specified in the applicable Order Form, each subscription shall remain in force for the Initial Subscription Term stated therein.

Customer acknowledges that subscriptions are purchased for defined contractual periods and are not cancellable during the applicable Subscription Term except as expressly provided under this Agreement.

7.3 Renewal

Unless otherwise provided in the applicable Order Form, subscriptions shall automatically renew for successive renewal periods equal to the immediately preceding Subscription Term unless either Party provides written notice of non-renewal not less than ninety (90) days before the expiration of the then-current Subscription Term.

Renewal shall occur under Apollo's then-current commercial terms unless otherwise agreed in writing.

7.4 Additional Intelligence Modules

Customer may subscribe to additional Intelligence Modules at any time during the Subscription Term by executing a new Order Form or amendment.

Unless otherwise agreed, additional Intelligence Modules shall:

- constitute independent subscriptions;
- be governed by this Agreement;
- commence on the activation date specified in the applicable Order Form; and
- be billed separately.

7.5 Reduction of Services

During an active Subscription Term, Customer may not reduce subscribed Intelligence Modules, user quantities or committed commercial volumes unless expressly approved by Apollo in writing.

Nothing in this Agreement obligates Apollo to accept partial downgrades before expiration of the applicable Subscription Term.

7.6 Suspension Does Not Extend Term

Any temporary suspension of access, whether initiated by Apollo or requested by Customer, shall not extend the Subscription Term unless expressly agreed in writing.

7.7 Early Termination

Where this Agreement is terminated before expiration of the applicable Subscription Term, Customer shall remain responsible for all fees accrued through the effective termination date together with any amounts expressly stated to survive termination under the applicable Order Form.

Nothing contained herein limits any termination rights expressly provided elsewhere in this Agreement.

7.8 Effect of Module Expiration

Expiration or termination of one Intelligence Module shall not affect the validity of any other active Intelligence Module unless expressly stated in the applicable Order Form.

7.9 Migration Between Service Plans

Apollo may, upon Customer request and subject to commercial agreement, migrate Customer between subscription tiers or service plans. Migration shall not affect ownership of Customer Content or Customer's internal license to previously generated Apollo Intelligence, subject to Article 6.

ARTICLE 8

FEES, INVOICING AND PAYMENT

8.1 Fees

Customer shall pay all subscription fees, implementation fees, consulting fees and other charges identified in the applicable Order Form. All fees are exclusive of taxes unless expressly stated otherwise.

8.2 Taxes

Customer shall be responsible for all applicable taxes, duties, levies, withholding taxes and governmental charges arising from the Services except taxes imposed upon Apollo's net income.

Where Customer is legally required to withhold taxes, Customer shall provide Apollo with appropriate tax documentation supporting such withholding.

8.3 Invoicing

Apollo shall issue invoices in accordance with the applicable Order Form. Invoices may be issued electronically. Customer agrees that electronic invoices satisfy all contractual invoicing requirements.

8.4 Payment Terms

Unless otherwise stated in the applicable Order Form, invoices shall be payable within thirty (30) calendar days from the invoice date. Payments shall be made in the currency specified within the applicable Order Form.

8.5 Late Payments

Amounts not paid when due may accrue interest at the lesser of:

- (a) one and one-half percent (1.5%) per month; or
- (b) the maximum rate permitted by applicable law.

Interest shall accrue from the original due date until payment in full.

8.6 Suspension for Non-Payment

Apollo may suspend access to the Environment upon written notice where undisputed invoices remain unpaid for more than thirty (30) days following their due date.

Apollo shall use commercially reasonable efforts to provide advance notice before suspension.

Suspension shall not relieve Customer from payment obligations.

8.7 Disputed Invoices

Customer shall notify Apollo in writing of any good-faith invoice dispute within fifteen (15) calendar days following receipt of the applicable invoice. Undisputed portions of the invoice shall remain payable when due. The Parties shall cooperate in good faith to resolve disputed amounts promptly.

8.8 Expenses

Unless expressly included within the applicable Order Form, Customer shall reimburse Apollo for reasonable travel and out-of-pocket expenses incurred in connection with on-site implementation or consulting services, provided such expenses were approved in advance.

8.9 Price Adjustments

Apollo may adjust recurring subscription pricing upon renewal by providing at least ninety (90) days' prior written notice. Price adjustments shall not apply during the then-current Subscription Term unless otherwise agreed in writing.

8.10 No Set-Off

Customer shall make all payments without deduction, withholding, counterclaim or set-off except where required by mandatory applicable law.

ARTICLE 9

PROFESSIONAL SERVICES, SUPPORT AND SERVICE DELIVERY

9.1 Professional Services

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

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Apollo may provide implementation services, onboarding services, consulting services, analytical engagements, workshops, strategic advisory services and related professional services as described in the applicable Order Form.

Professional services may be delivered remotely or on-site.

9.2 Customer Cooperation

Apollo's ability to perform professional services depends upon timely cooperation from Customer.

Project schedules may be reasonably adjusted where Customer delays materially affect implementation activities.

Apollo shall not be responsible for delays caused by Customer's failure to provide information, approvals, personnel or required access.

9.3 Support Services

During the Subscription Term Apollo shall provide commercially reasonable technical support for subscribed Intelligence Modules.

Support may include:

- technical assistance;
- user guidance;
- issue investigation;
- configuration assistance;
- bug reporting;
- service restoration activities; and
- reasonable operational assistance.

Support does not include custom development unless expressly purchased.

9.4 Support Channels

Support may be provided through one or more of the following:

- customer portal;
- electronic mail;

- video conference;
- telephone;
- online meetings;
- ticketing systems; or
- other communication channels designated by Apollo.

9.5 Response Targets

Apollo shall use commercially reasonable efforts to respond to support requests within internal service objectives established by Apollo. Unless expressly agreed in a separate Service Level Agreement, response objectives do not constitute contractual guarantees.

9.6 Continuous Improvement

Apollo may continuously improve support procedures, onboarding methodologies, implementation processes and service delivery practices in order to enhance Customer experience and operational efficiency. Such improvements shall not materially reduce the overall quality of subscribed Services.

9.7 Customer Success Reviews

Apollo may periodically conduct business reviews, performance assessments, adoption reviews or strategic planning sessions with Customer. Recommendations generated during such reviews constitute Apollo Intelligence and remain subject to Article 6.

9.8 Training

Where included within the applicable Order Form, Apollo shall provide training for Authorized Users regarding subscribed Intelligence Modules.

Training may be delivered through documentation, live workshops, webinars, recorded sessions or other instructional formats determined by Apollo.

9.9 Third-Party Services

Certain components of the Environment may integrate with third-party services, cloud providers or publicly available data sources. Apollo shall exercise commercially reasonable care in selecting such providers but shall not be responsible for interruptions, inaccuracies or failures attributable to third-party services beyond Apollo's reasonable control.

ARTICLE 10

ACCEPTABLE USE OF THE ENVIRONMENT

10.1 Intended Purpose

The Environment is provided exclusively to enable Customer to receive Apollo Intelligence and related professional analytical services. Customer shall access the Environment solely for its legitimate internal commercial operations and in accordance with this Agreement. Nothing herein authorizes Customer to exploit the Environment as an independent software platform or technology product.

10.2 Prohibited Activities

Customer shall not, directly or indirectly:

- (a) use the Environment for unlawful purposes;
- (b) interfere with the integrity, security or operation of the Environment;
- (c) introduce malicious code, malware or automated attacks;
- (d) circumvent authentication or access controls;
- (e) attempt unauthorized access to data belonging to other customers;

- (f) use automated tools to extract, harvest or reproduce Apollo Intelligence beyond the normal functionality of subscribed Services;
- (g) misrepresent Apollo Intelligence as independently created work;
- (h) use the Environment to develop or support products or services materially competitive with Apollo's sponsorship intelligence services; or
- (i) knowingly permit any third party to engage in the foregoing activities through Customer's accounts.

10.3 Responsible Use of Apollo Intelligence

Apollo Intelligence is intended to assist strategic evaluation, sponsorship planning, commercial assessment and business decision-making. Customer shall exercise its own independent judgment before relying upon any recommendation, valuation, ranking, benchmark or analytical conclusion generated by the Environment. Apollo does not assume responsibility for Customer's commercial decisions.

10.4 Artificial Intelligence Components

Certain Intelligence Modules may incorporate artificial intelligence, machine learning or automated analytical techniques as one component of Apollo's overall analytical process.

Customer acknowledges that:

- AI-generated outputs are subject to professional review where determined appropriate by Apollo;
- analytical outputs may evolve as methodologies improve;
- automated analysis does not replace professional judgment;
- Apollo may refine AI models and analytical methodologies throughout the Subscription Term.

Nothing contained herein shall obligate Apollo to disclose proprietary AI models, prompts, training methodologies or internal analytical processes.

10.5 Public and Third-Party Information

Certain analyses may incorporate publicly available information or information obtained from licensed third-party providers. Apollo does not warrant the completeness or accuracy of information originating from independent third-party sources beyond Apollo's reasonable control.

10.6 Regulatory Compliance

Customer remains solely responsible for ensuring that its use of Apollo Intelligence complies with applicable laws, regulations, league rules, federation policies and contractual obligations applicable to Customer's business activities.

Apollo provides analytical services and does not provide legal, accounting, investment or regulatory advice unless expressly agreed in writing.

ARTICLE 11

DATA PROCESSING, SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION

11.1 General Principles

Apollo recognizes the confidential and commercially sensitive nature of Customer Content.

Apollo shall implement commercially reasonable administrative, organizational and technical safeguards designed to protect Customer Content against unauthorized access, accidental disclosure, loss or misuse.

11.2 Hosting Infrastructure

The Environment is principally operated through infrastructure hosted in Germany utilizing commercially recognized cloud service providers selected by Apollo. Apollo may engage qualified sub-processors where

reasonably necessary for service delivery, provided appropriate contractual safeguards are maintained.

11.3 Data Processing

To the extent Apollo processes personal data on behalf of Customer, such processing shall occur solely for purposes of performing the Services. The Parties acknowledge that a separate Data Processing Addendum ("DPA") forms part of the contractual framework where required by applicable data protection laws.

11.4 Security Measures

Apollo shall maintain commercially reasonable security measures appropriate to the nature of the Services, which may include:

- encryption of data in transit;
- encryption of stored data where appropriate;
- identity and access controls;
- authentication mechanisms;
- network monitoring;
- security logging;
- vulnerability management;
- backup procedures; and
- organizational security policies.

Apollo does not warrant that any computing environment is immune from cybersecurity threats.

11.5 Operational Data

Apollo may collect and use Operational Data for purposes including:
system administration;
capacity planning;
security monitoring;
service optimization;

quality assurance;
statistical reporting;
product improvement; and
development of future Intelligence Modules.
Operational Data shall not be used to identify Customer publicly without Customer's prior written consent.

11.6 Aggregated Information

Apollo may create anonymous, aggregated and de-identified statistical information derived from Operational Data and Customer usage patterns. Provided such information cannot reasonably identify Customer, Apollo may use such information for benchmarking, service improvement, research, marketing statistics and industry reporting.

11.7 Customer Confidential Information

Apollo shall not disclose Customer Confidential Information except:

- (a) as required to perform the Services;
- (b) with Customer's prior written authorization;
- (c) where required by applicable law or governmental authority; or
- (d) to Apollo personnel or subcontractors bound by confidentiality obligations no less protective than those contained herein.

11.8 Security Incidents

Apollo shall notify Customer without undue delay after becoming aware of a confirmed security incident materially affecting Customer Content where notification is required by applicable law.

Apollo shall cooperate reasonably with Customer regarding remediation efforts consistent with industry practice.

ARTICLE 12

REPRESENTATIONS AND PROFESSIONAL STANDARDS

12.1 Mutual Authority

Each Party represents that it has full legal authority to enter into this Agreement and to perform its respective obligations.

12.2 Professional Performance

Apollo shall perform the Services using personnel possessing appropriate professional expertise and shall exercise commercially reasonable skill, care and diligence consistent with generally accepted professional standards applicable to sponsorship intelligence and analytical consulting services.

12.3 Analytical Nature of Services

Customer expressly acknowledges that Apollo provides analytical services based upon proprietary methodologies, commercial expertise, available information and professional judgment.

Analytical conclusions may differ from conclusions reached by other consultants, agencies or valuation providers.

Such differences do not, by themselves, establish negligence or breach of contract.

12.4 No Commercial Guarantee

Apollo does not warrant that Customer will:

- secure sponsorship agreements;
- increase sponsorship revenue;
- improve commercial performance;
- obtain investment;
- increase asset valuation;

or achieve any specific commercial objective through use of the Services. Commercial outcomes remain dependent upon numerous factors outside Apollo's reasonable control.

12.5 No Fiduciary Relationship

Nothing contained in this Agreement creates a fiduciary relationship, partnership, joint venture, agency or employment relationship between the Parties.

Apollo acts solely as an independent provider of professional sponsorship intelligence services.

12.6 Reliance

Customer acknowledges that Apollo Intelligence constitutes one input into Customer's decision-making process.

Final commercial, legal, financial and operational decisions remain exclusively with Customer.

12.7 Future Methodological Improvements

Apollo may refine Analytical Frameworks throughout the Subscription Term to reflect evolving market practices, technological developments and accumulated analytical experience.

Such refinements shall not constitute a reduction in the Services, provided the overall professional purpose of the subscribed Intelligence Module is maintained.

ARTICLE 13

CONFIDENTIALITY

13.1 Definition of Confidential Information

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

CONFIDENTIAL: This information is confidential, and all rights to it that have been or are disclosed to the recipient shall remain the property of the licensor. The Recipient shall not obtain any rights whatsoever to the information, nor any rights to use, reproduce, or alter it, except for the purposes of this agreement. The disclosure of Confidential Information does not imply the licensing of any patent rights, copyrights, or any other rights by the disclosing party, other than those set forth herein.

For purposes of this Agreement, **Confidential Information** means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in written, oral, visual, electronic or any other form, that is designated as confidential or that reasonably should be understood to be confidential considering the nature of the information and the circumstances of disclosure.

Confidential Information includes, without limitation:

Customer Confidential Information

- Customer Content;
- sponsorship inventories;
- commercial proposals;
- pricing strategies;
- contractual information;
- financial information;
- business plans;
- sponsorship negotiations;
- audience information;
- activation strategies;
- commercial forecasts; and
- other non-public business information supplied by Customer.

Apollo Confidential Information

- the Environment;
- Apollo Intelligence;
- Analytical Frameworks;
- valuation methodologies;
- scoring methodologies;
- analytical models;
- algorithms;
- software architecture;
- implementation methodologies;
- training materials;
- Documentation;
- business processes;
- commercial pricing;
- product roadmaps;

- technical specifications;
- know-how;
- trade secrets; and
- any information relating to the design or operation of the Intelligence Modules.

Apollo's Confidential Information includes not only software components, but also the professional methodologies, analytical reasoning and business processes underlying the Services.

13.2 Confidentiality Obligations

The Receiving Party shall:

- (a) protect Confidential Information using at least the same degree of care it applies to its own confidential information, and in no event less than reasonable commercial care;
- (b) use Confidential Information solely for purposes of performing or receiving Services under this Agreement;
- (c) restrict disclosure to employees, officers, professional advisers, contractors and subcontractors who have a legitimate business need to know such information and who are bound by confidentiality obligations no less protective than those contained herein;
- (d) not disclose Confidential Information to any third party except as expressly permitted under this Agreement.

13.3 Exclusions

Confidential Information shall not include information that the Receiving Party can demonstrate:

- (a) was publicly available without breach of this Agreement;
- (b) was lawfully known before disclosure;
- (c) was independently developed without reference to the Disclosing Party's Confidential Information; or
- (d) was lawfully received from an independent third party without restriction.

13.4 Required Disclosure

Where disclosure is required by applicable law, court order or governmental authority, the Receiving Party may disclose only that portion legally required, provided that, where legally permitted, reasonable prior notice is given to the Disclosing Party to allow it to seek appropriate protective measures.

13.5 Confidentiality Period

The confidentiality obligations contained in this Article shall commence upon disclosure and survive expiration or termination of this Agreement for a period of **five (5) years**.

Notwithstanding the foregoing, obligations relating to trade secrets, proprietary Analytical Frameworks and other information protected as trade secrets under applicable law shall survive for so long as such information remains legally protectable.

13.6 Injunctive Relief

The Parties acknowledge that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages alone may be inadequate.

Accordingly, either Party may seek temporary, preliminary or permanent injunctive relief, in addition to any other remedies available at law or in equity, without the necessity of proving actual damages.

ARTICLE 14

WARRANTIES AND DISCLAIMERS

14.1 Mutual Warranties

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

CONFIDENTIAL: This information is confidential, and all rights to it that have been or are disclosed to the recipient shall remain the property of the licensor. The Recipient shall not obtain any rights whatsoever to the information, nor any rights to use, reproduce, or alter it, except for the purposes of this agreement. The disclosure of Confidential Information does not imply the licensing of any patent rights, copyrights, or any other rights by the disclosing party, other than those set forth herein.

Each Party represents and warrants that:

- (a) it is duly organized and validly existing under the laws of its jurisdiction of organization;
- (b) it possesses the legal authority to enter into this Agreement;
- (c) execution and performance of this Agreement does not violate any binding contractual obligation known to such Party.

14.2 Apollo Professional Warranty

Apollo warrants that it shall perform the Services in a professional and workmanlike manner consistent with generally accepted standards applicable to professional sponsorship intelligence, analytical consulting and commercial advisory services.

If Customer notifies Apollo of a material failure to perform the Services in accordance with this warranty, Apollo shall use commercially reasonable efforts to re-perform the affected Services.

Such re-performance shall constitute Customer's exclusive contractual remedy for breach of this warranty.

14.3 No Warranty Regarding Commercial Outcomes

Apollo does not warrant or guarantee:

- sponsorship revenue;
- sponsorship acquisition;
- return on investment;
- valuation outcomes;
- investment decisions;
- audience growth;
- media performance;
- commercial negotiations;
- activation success;
- asset monetization;
- or any other business result.

Apollo provides professional analytical services designed to assist informed decision-making rather than guarantee commercial performance.

14.4 No Professional Legal or Financial Advice

Unless expressly agreed in writing, the Services do not constitute:

- legal advice;
- accounting advice;
- tax advice;
- investment advice;
- regulated financial advice;
- audit services;
- engineering certification;
- or any opinion requiring professional licensing under applicable law.

Customer remains responsible for obtaining independent professional advice where appropriate.

14.5 Information Sources

Apollo may rely upon:

- Customer Content;
- publicly available information;
- licensed third-party datasets;
- industry benchmarks;
- commercial databases; and
- other information reasonably believed to be reliable.

Apollo does not independently audit every source of information incorporated into its analyses and therefore cannot warrant absolute completeness or accuracy of all underlying data.

14.6 Disclaimer of Implied Warranties

Except as expressly stated in this Agreement, the Services and the Environment are provided **"as available"** and **"as performed"** as professional services.

To the fullest extent permitted by applicable law, Apollo disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Nothing in this Section excludes warranties that cannot lawfully be excluded.

ARTICLE 15

INDEMNIFICATION

15.1 Customer Indemnity

Customer shall defend, indemnify and hold harmless Apollo, its affiliates, officers, employees and contractors from and against third-party claims, damages, liabilities, judgments, penalties, settlements, reasonable legal fees and costs arising out of or relating to:

- (a) Customer Content;
- (b) Customer's misuse of the Environment;
- (c) Customer's breach of this Agreement;
- (d) Customer's violation of applicable law;
- (e) infringement arising from Customer Content or materials supplied by Customer; or
- (f) Customer's negligent or wrongful acts or omissions.

15.2 Apollo Indemnity

Apollo shall defend Customer against third-party claims alleging that the Environment, excluding Customer Content and third-party materials supplied by Customer, directly infringes a registered copyright or registered trademark enforceable within the applicable jurisdiction.

Apollo may, at its sole option:

- (a) obtain the right for Customer to continue using the affected Service;
- (b) modify the affected component so that it becomes non-infringing while maintaining substantially equivalent functionality; or

(c) terminate the affected Service and refund any prepaid fees attributable to the unused portion of the affected Subscription Term.

15.3 Exclusions

Apollo shall have no indemnification obligation where a claim results from:

- (a) Customer modifications;
- (b) Customer's continued use after written notice of infringement and a commercially reasonable alternative has been offered;
- (c) combinations with products or services not supplied or approved by Apollo;
- (d) Customer Content;
- (e) compliance with Customer specifications; or
- (f) use of the Services outside the scope permitted by this Agreement.

15.4 Indemnification Procedure

A Party seeking indemnification shall:

- (a) promptly notify the indemnifying Party of the claim;
 - (b) permit the indemnifying Party to control the defense and settlement, provided no settlement admits liability or imposes obligations upon the indemnified Party without its prior written consent, such consent not to be unreasonably withheld; and
 - (c) provide reasonable cooperation at the indemnifying Party's expense.
- Failure to provide prompt notice shall not relieve the indemnifying Party except to the extent materially prejudiced thereby.

ARTICLE 16

LIMITATION OF LIABILITY

16.1 Allocation of Risk

The Parties acknowledge that the fees payable under this Agreement reflect the allocation of commercial risk between the Parties and that the limitations contained in this Article constitute an essential basis of the bargain.

16.2 Exclusion of Certain Damages

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special damages arising out of or relating to this Agreement, whether arising in contract, tort (including negligence), statute or otherwise, including without limitation:

- loss of anticipated revenue;
- loss of anticipated profits;
- loss of goodwill;
- loss of sponsorship opportunities;
- loss of commercial relationships;
- loss of business interruption;
- reputational harm;
- loss of anticipated savings;
- loss of opportunity;
- or loss of data that is not directly caused by the breaching Party's failure to comply with its express contractual obligations.

This limitation applies even if the Party has been advised of the possibility of such damages.

16.3 Liability Cap

Except for the exclusions set forth in Section 16.5, the aggregate liability of Apollo arising out of or relating to this Agreement shall not exceed the total fees actually paid by Customer to Apollo under the applicable Order Form during the twelve (12) months immediately preceding the event giving rise to the claim.

Where the claim arises during the first twelve (12) months of the Subscription Term, Apollo's aggregate liability shall not exceed the total fees actually paid by Customer before the event giving rise to the claim.

16.4 Professional Nature of the Services

Customer expressly acknowledges that the Services consist of professional analytical services, proprietary methodologies and decision-support intelligence.

Apollo does not make commercial decisions on behalf of Customer and shall not be liable for decisions, investments, sponsorship transactions, negotiations, pricing strategies or other business actions taken or omitted by Customer in reliance upon Apollo Intelligence.

The Customer retains sole responsibility for evaluating the suitability of Apollo Intelligence within its own commercial, legal and operational context.

16.5 Exclusions from the Liability Cap

Nothing contained in this Agreement shall limit or exclude liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) willful misconduct;
- (c) gross negligence to the extent such limitation is prohibited under applicable law;
- (d) death or personal injury caused by negligence where liability cannot lawfully be excluded;
- (e) unauthorized use or infringement of the other Party's Intellectual Property Rights;
- (f) breaches of Article 13 (Confidentiality) involving intentional or willful disclosure of Confidential Information;
- (g) Customer's payment obligations; or
- (h) any liability that cannot lawfully be limited or excluded under applicable law.

16.6 Multiple Claims

All claims arising out of the same or substantially related facts, transactions or events shall be aggregated and treated as a single claim for purposes of calculating the liability cap under this Article.

16.7 Mitigation

Each Party shall use commercially reasonable efforts to mitigate any damages arising from an alleged breach of this Agreement. Failure to take reasonable mitigation measures may be considered in determining recoverable damages.

ARTICLE 17

TERMINATION

17.1 Termination for Cause

Either Party may terminate this Agreement or the affected Order Form upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail.

Where the breach is incapable of cure, termination may be effective immediately upon written notice.

17.2 Immediate Termination

Apollo may immediately suspend or terminate access to the Environment where Customer:

- (a) knowingly infringes Apollo's Intellectual Property Rights;
- (b) intentionally compromises the security or integrity of the Environment;
- (c) uses the Services for unlawful purposes;
- (d) repeatedly violates Article 10 (Acceptable Use);
- (e) becomes subject to sanctions or legal restrictions preventing Apollo from lawfully providing the Services; or

(f) engages in fraudulent conduct relating to the Services.

17.3 Insolvency

Either Party may terminate this Agreement upon written notice if the other Party:

- becomes insolvent;
- files for bankruptcy protection;
- enters liquidation;
- makes an assignment for the benefit of creditors;
- has a receiver or administrator appointed over substantially all of its assets; or
- ceases to conduct business in the ordinary course.

17.4 Termination for Convenience

Unless expressly provided in an applicable Order Form, neither Party may terminate an active Subscription Term for convenience.

Nothing in this Section prevents the Parties from mutually agreeing in writing to terminate or amend a Subscription Term.

17.5 Partial Termination

Where Customer maintains multiple active Intelligence Modules under separate Order Forms, termination of one Order Form shall not automatically terminate remaining active subscriptions unless expressly stated in writing.

17.6 Survival

Termination or expiration of this Agreement shall not affect any rights, remedies or obligations that by their nature are intended to survive termination, including without limitation provisions relating to:

- payment obligations accrued prior to termination;
- Intellectual Property Rights;
- confidentiality;
- indemnification;
- limitation of liability;
- governing law;
- dispute resolution; and
- any perpetual licenses expressly granted under this Agreement.

ARTICLE 18

EFFECT OF TERMINATION

18.1 Cessation of Access

Upon the effective date of termination or expiration, Customer's right to access the applicable Intelligence Modules shall cease unless otherwise agreed in writing.

18.2 Customer Content

Upon written request submitted within sixty (60) days following termination, Apollo shall make Customer Content available for export in a commercially reasonable format, provided that:

- (a) Customer has paid all undisputed amounts due under this Agreement;
- (b) the requested export is technically feasible using Apollo's standard export capabilities; and
- (c) no legal or regulatory obligation requires Apollo to retain or restrict the relevant information.

Following the expiration of the export period, Apollo may securely delete Customer Content in accordance with its data retention policies, subject to applicable law and routine backup procedures.

18.3 Retention of Apollo Intelligence

Customer's internal license to use Apollo Intelligence generated and delivered during the Subscription Term shall survive termination, subject to the restrictions contained in Article 6.

Termination of this Agreement shall not transfer ownership of Apollo Intelligence or permit any use beyond the scope of the license expressly granted herein.

18.4 Outstanding Fees

Termination shall not relieve Customer of its obligation to pay:

- fees accrued prior to termination;
- reimbursable expenses properly incurred;
- amounts expressly payable upon termination under an applicable Order Form; or
- any undisputed invoices outstanding on the effective termination date.

18.5 Return or Destruction of Confidential Information

Upon written request of the Disclosing Party, each Party shall promptly return or securely destroy Confidential Information belonging to the other Party, except where retention is required by applicable law, professional recordkeeping obligations, routine disaster recovery systems or archival backup procedures.

Upon request, the Receiving Party shall certify such destruction in writing, where commercially reasonable.

18.6 Continuing Cooperation

Following termination, the Parties shall cooperate in good faith to facilitate an orderly transition of the Services, including reasonable administrative assistance necessary to conclude ongoing implementation activities, finalize outstanding deliverables or transfer Customer Content where applicable.

Unless otherwise agreed in writing, post-termination transition services extending beyond standard administrative assistance may be subject to additional professional service fees at Apollo's then-current rates.

ARTICLE 19

FORCE MAJEURE

19.1 Force Majeure Events

Neither Party shall be liable for any delay or failure in performing its obligations under this Agreement (other than the obligation to pay amounts properly due) to the extent such delay or failure results from events beyond the reasonable control of the affected Party ("Force Majeure Event").

Force Majeure Events include, without limitation:

- (a) acts of God;
- (b) earthquakes, floods, fires or other natural disasters;
- (c) epidemic or pandemic events;
- (d) war, terrorism, civil unrest or armed conflict;
- (e) governmental actions, sanctions, embargoes or changes in law that materially affect performance;
- (f) nationwide labor disputes not limited to the affected Party;
- (g) widespread failures of public telecommunications or internet infrastructure;
- (h) prolonged electrical grid failures;
- (i) failures of major cloud infrastructure providers or critical utility providers that could not reasonably have been avoided; and
- (j) other events beyond the reasonable control of the affected Party.

19.2 Notice

The affected Party shall notify the other Party as soon as reasonably practicable after becoming aware of the Force Majeure Event, describing the nature of the event, the anticipated impact on performance and, where reasonably possible, the expected duration.

19.3 Mitigation

The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable.

19.4 Extended Force Majeure

If a Force Majeure Event substantially prevents performance for more than ninety (90) consecutive days, either Party may terminate the affected Order Form upon written notice without further liability, except for obligations accrued prior to the effective date of termination.

ARTICLE 20

COMPLIANCE WITH LAWS AND ETHICAL BUSINESS PRACTICES

20.1 General Compliance

Each Party shall perform its obligations in compliance with all applicable laws and regulations governing its activities under this Agreement.

20.2 Anti-Bribery and Anti-Corruption

Each Party represents that it maintains policies and practices reasonably designed to comply with applicable anti-bribery and anti-corruption legislation, including, where applicable, the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act and other comparable legislation. Neither Party shall knowingly use the Services in connection with unlawful bribery, corruption or improper inducements.

20.3 Trade Sanctions and Export Controls

Each Party shall comply with applicable economic sanctions, export control laws and trade restrictions applicable to its activities.

Customer shall not knowingly permit access to the Environment by persons or organizations prohibited under applicable sanctions laws where such access would cause Apollo to violate applicable law.

20.4 Data Protection

Each Party shall comply with applicable data protection and privacy laws relating to the processing of personal data under this Agreement.

Where required, the Parties shall execute Apollo's Data Processing Addendum, which shall govern the processing of personal data on behalf of Customer.

20.5 Ethical Use of Apollo Intelligence

Customer shall use Apollo Intelligence responsibly and shall not knowingly:

- (a) manipulate analytical outputs for fraudulent purposes;
- (b) misrepresent Apollo Intelligence to third parties;
- (c) attribute analytical conclusions to Apollo that Apollo did not produce;
- (d) alter Apollo Intelligence in a misleading manner while continuing to identify it as Apollo's work; or
- (e) use Apollo Intelligence to support unlawful or deceptive commercial practices.

Nothing in this Section restricts Customer from preparing its own independent analyses, provided they are not represented as Apollo Intelligence.

20.6 Regulatory Cooperation

Where reasonably necessary for the performance of the Services, the Parties shall cooperate in responding to lawful requests from competent governmental or regulatory authorities.

Neither Party shall disclose the other Party's Confidential Information except as permitted under Article 13 or required by applicable law.

ARTICLE 21

PUBLICITY, REFERENCES AND USE OF NAMES

21.1 Customer Identification

Unless otherwise agreed in writing, Apollo may identify Customer as a customer of Apollo in factual customer lists, credentials, capability statements, investor materials and similar business development materials. Apollo shall not disclose Confidential Information or commercially sensitive details when making such references.

21.2 Case Studies

Apollo shall not publish detailed case studies, commercial metrics, analytical findings or project-specific information relating to Customer without Customer's prior written approval.

Approval may be granted for a specific publication, presentation or marketing campaign and may include reasonable conditions imposed by Customer.

21.3 Customer Marks

Neither Party shall use the trademarks, logos or other protected branding of the other Party except:

- (a) as expressly authorized in writing;
- (b) as reasonably necessary to perform the Services; or
- (c) as otherwise permitted by applicable law.

All goodwill arising from the use of a Party's trademarks shall inure exclusively to the benefit of the trademark owner.

21.4 Press Releases

Neither Party shall issue a press release announcing the commercial relationship established by this Agreement without the prior written consent of the other Party, except where disclosure is required by law or by the rules of a recognized securities exchange.

21.5 Industry Recognition

Nothing contained in this Agreement prevents Apollo from describing, in general and non-identifiable terms, the categories of analytical services it provides across the sports industry, provided such descriptions do not reveal Customer's Confidential Information or enable Customer to be reasonably identified without consent.

21.6 Testimonials

Customer may, at its sole discretion, provide testimonials or references concerning the Services.
Apollo shall not edit or materially alter any approved testimonial in a manner that changes its intended meaning.

ARTICLE 22

NOTICES

22.1 Method of Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered by one or more of the following methods:

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

CONFIDENTIAL: This information is confidential, and all rights to it that have been or are disclosed to the recipient shall remain the property of the licensor. The Recipient shall not obtain any rights whatsoever to the information, nor any rights to use, reproduce, or alter it, except for the purposes of this agreement. The disclosure of Confidential Information does not imply the licensing of any patent rights, copyrights, or any other rights by the disclosing party, other than those set forth herein.

- (a) internationally recognized courier;
- (b) certified or registered mail;
- (c) electronic mail to the designated contractual contact identified in the applicable Order Form; or
- (d) any electronic contracting platform expressly approved by both Parties.

22.2 Effective Date of Notice

Unless otherwise provided herein, notices shall be deemed received:

- on the date of personal delivery;
- upon confirmed electronic transmission where no delivery failure notification is received;
- one (1) Business Day after delivery to an internationally recognized courier; or
- three (3) Business Days after dispatch by registered or certified mail.

22.3 Change of Contact Information

Each Party shall promptly notify the other of any material changes to its legal name, principal business address or contractual contact details.

ARTICLE 23

ASSIGNMENT AND SUBCONTRACTING

23.1 Assignment

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, Apollo may assign this Agreement, without Customer's prior consent, to:

- (a) an affiliate;

(b) a successor resulting from merger, consolidation or corporate reorganization; or
(c) an acquirer of substantially all of Apollo's business or assets relating to the Services,
provided that such successor assumes Apollo's obligations under this Agreement.

23.2 Subcontractors

Apollo may engage qualified subcontractors, consultants, cloud infrastructure providers and specialized service providers in connection with the performance of the Services.

Apollo shall remain responsible for the performance of its subcontractors to the same extent as if the Services were performed directly by Apollo.

ARTICLE 24

RELATIONSHIP OF THE PARTIES

The Parties are independent contracting entities.

Nothing contained in this Agreement shall be construed as creating:

- a partnership;
- joint venture;
- fiduciary relationship;
- agency;
- employment relationship;
- franchise; or
- legal representative relationship.

Neither Party has authority to bind or incur obligations on behalf of the other except where expressly authorized in writing.

ARTICLE 25

ENTIRE AGREEMENT

This Agreement, together with:

- each applicable Order Form;

- applicable Intelligence Module Schedules;
- the Data Processing Addendum (where applicable);
- any written amendments executed by the Parties; and
- documents expressly incorporated by reference,

constitutes the complete agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations, proposals, representations, discussions and understandings relating to the Services.

In the event of inconsistency, the following order of precedence shall apply unless expressly stated otherwise in the relevant document:

1. Executed Order Form.
2. Executed Amendment.
3. This Master Services Agreement.
4. Intelligence Module Schedules.
5. Data Processing Addendum.
6. Customer Onboarding Guide and other operational documentation.

Operational documentation is intended to facilitate service delivery and shall not modify the Parties' legal rights or obligations unless expressly incorporated into this Agreement by written amendment.

ARTICLE 26

AMENDMENTS

No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and executed by authorized representatives of both Parties.

Apollo may update operational documentation, implementation procedures, user documentation and non-contractual service guidance from time to time, provided such updates do not materially reduce the Services purchased under an applicable Order Form.

ARTICLE 27

SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

The Parties shall negotiate in good faith a lawful replacement provision that most closely reflects the commercial intent of the invalid provision.

ARTICLE 28

WAIVER

No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy.

A waiver shall be effective only if made expressly in writing and signed by the Party granting the waiver.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

ARTICLE 29

GOVERNING LAW AND DISPUTE RESOLUTION

29.1 Governing Law

This Agreement, together with any dispute arising out of or relating to it, shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America, without regard to its conflict of laws principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

29.2 Good Faith Negotiation

Before commencing formal proceedings, the Parties shall first attempt in good faith to resolve any dispute through negotiations between senior representatives possessing authority to settle the dispute.

Either Party may initiate negotiations by written notice describing the dispute in reasonable detail.

Unless otherwise agreed, negotiations shall continue for a period of thirty (30) calendar days.

29.3 Mediation

If the dispute has not been resolved through negotiation, either Party may submit the dispute to confidential mediation administered by a mutually agreed mediator.

Unless the Parties agree otherwise, mediation shall be conducted remotely using secure electronic communications.

Unless otherwise agreed, mediation shall conclude within thirty (30) calendar days following the appointment of the mediator.

Each Party shall bear its own costs associated with mediation and shall share equally the mediator's fees.

29.4 Judicial Proceedings

If the dispute remains unresolved following completion of the procedures described in Sections 29.2 and 29.3, either Party may commence legal proceedings.

Subject to Section 29.5, the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the District of Columbia, United States of America, for the resolution of all disputes arising out of or relating to this Agreement.

Each Party waives any objection based upon inconvenient forum or similar grounds to the extent permitted by applicable law.

29.5 Equitable Relief

Notwithstanding the dispute resolution procedures contained in this Article, either Party may immediately seek temporary, preliminary or permanent injunctive or other equitable relief before any court of competent jurisdiction where such relief is reasonably necessary to:

- (a) protect Intellectual Property Rights;
- (b) prevent unauthorized disclosure or misuse of Confidential Information;
- (c) preserve evidence;

- (d) prevent imminent and irreparable harm; or
- (e) enforce obligations relating to Articles 6 or 13.

The pursuit of such equitable relief shall not constitute a waiver of any obligation to resolve the remaining aspects of the dispute in accordance with this Article.

ARTICLE 30

MISCELLANEOUS

30.1 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

30.2 Electronic Signatures

Electronic signatures, including signatures executed through recognized electronic signature platforms, shall have the same legal force and effect as handwritten signatures.

30.3 Interpretation

Headings are included solely for convenience and shall not affect the interpretation of this Agreement.

Words importing the singular include the plural and vice versa where the context so requires.

References to "including" or "includes" shall be interpreted as "including without limitation."

30.4 Further Assurances

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

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Each Party shall execute such additional documents and perform such additional acts as may reasonably be required to give full effect to this Agreement and the transactions contemplated hereby.

30.5 Language

This Agreement is executed in the English language. Any translation prepared for convenience shall not modify the interpretation of the English version unless the Parties expressly agree in writing that another language version shall prevail.

EXECUTION

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Master Services Agreement as of the Effective Date set forth in the applicable Order Form.

ANNEX A – INTELLIGENCE MODULE SCHEDULES

The following Intelligence Module Schedules form part of this Agreement where the applicable Intelligence Module is subscribed by Customer through an executed Order Form.

Each Schedule establishes the specific scope of services, module functionality, implementation requirements, customer responsibilities and module-specific terms applicable to the subscribed Intelligence Module.

The current Intelligence Module Schedules are available at:

[Inventory Intel™](#)

[Broadcast Intel™](#)



Digital Intel™

Apollo may update or introduce additional Intelligence Module Schedules from time to time. The applicable version shall be the version expressly referenced in the relevant Order Form or otherwise provided to the Customer at the commencement of the applicable subscription.

APOLLO

Centroamerica Media Hub LLC
d/b/a Apollo Sports Business Group™

1930 18th St NW
Suite B2 #1139
Washington, DC 20009

E: admin@apollosbg.com

TEL: +12027937900

W: apollosbg.com

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