

Strategic Alliance and Content License Agreement

This Strategic Alliance and Content License Agreement (this “**Agreement**”), effective as of March 13, 2024 (the “Effective Date”), is made and entered into by and between: (A) OneFootball GmbH, incorporated under the laws of Germany and registered with the commercial register at the local court (Amtsgericht) in Berlin-Charlottenburg under HRB 144788 B (“**OF GmbH**”); (B) OneFootball UK Ltd, a limited liability company incorporated in England & Wales with registered number 10192522 and registered address at 12 New Fetter Lane, London, United Kingdom, EC4A 1JP (collectively, “**OneFootball**”); and (C) Yahoo Inc. (“**Yahoo**”), a Delaware corporation, with offices at 770 Broadway, 9th Floor, New York, NY 10003 (each a “**Party**” and together, the “**Parties**”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them at Exhibit A (Definitions) attached hereto and made a part hereof.

WHEREAS, OneFootball owns and operates a direct-to-consumer platform currently branded as “OneFootball” and certain sports-themed websites, mobile properties, and applications (collectively, for the purposes of this Agreement, the “**One Football Properties**”), containing sports news and other sports related content;

WHEREAS, Yahoo owns and operates a network of websites, online services and applications including Yahoo Sports, containing sports news and other sports related content;

WHEREAS, OneFootball and Yahoo desire to build a strategic alliance and commercial relationship as further described herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1: STRATEGIC ALLIANCE

1.1 Soccer Hub.

1.1.1 General. During the Term of this Agreement, Yahoo and OneFootball will work together on the mutual goal of establishing a leading US co-branded destination for soccer (“**Soccer Hub**”) on the Yahoo Sports U.S. website and Yahoo Sports mobile apps. The Soccer Hub shall be designed in accordance with the mock ups detailed in Exhibit B (Links and Attribution for Soccer Hub) and the Parties will mutually agree on the “look-and-feel” of the Soccer Hub subject to Section 7 (Editorial Cooperation). OneFootball will deliver all applicable OneFootball Licensed Content feeds to Yahoo within thirty (30) days from the Effective Date. Yahoo will use commercially reasonable efforts, subject to any operational limitations, to ingest all content and build the Soccer Hub as soon as reasonably possible, with a desired goal of launching the Soccer Hub in Q2, 2024. OneFootball will include Yahoo Brand Features on the OneFootball Properties in parallel with the launch of the Soccer Hub.

1.1.2 **OneFootball Properties.** OneFootball will continue to offer its native mobile application globally and at its respective discretion. Subject to Sections 5.2 and 6.2, OneFootball will continue to offer its U.S. website at its discretion.

1.2 **Licensed Content.**

1.2.1 **One Football Licensed Content.** Subject to the terms and conditions of this Agreement, OneFootball will make the OneFootball Licensed Content set forth at Exhibit C (Licensed Content) (as such exhibit may be supplemented or modified on a rolling basis by delivery of an updated Exhibit C by OneFootball to Yahoo, which in each instance shall be incorporated by reference into this Agreement) available and subject to the license grants set forth in Section 3 below. OneFootball agrees that it will provide Yahoo with a complete list of licensors providing or expected to provide syndicated content as part of the OneFootball Licensed Content, broken out by content provider type (e.g., creators, clubs/leagues, etc.) and syndication status (e.g., approved for syndication, in process of procuring syndication rights, syndication rights subject to expiration if not extended). The Parties agree that OneFootball shall use best efforts to provide the complete/full corpus of OneFootball Licensed Content identified on Exhibit C by October 1, 2024 or the Parties will have otherwise discussed and approved any gaps/omissions. Further, to the extent that Yahoo has existing relationships with any of the same licensors providing content to OneFootball, Yahoo may, at any time, require OneFootball to remove such syndicated licensed content from the OneFootball Licensed Content feed delivered to Yahoo. Additionally, OneFootball will use its best efforts to ensure any new agreements with content partners (including for OneFootball O&O Licensed Content) will include rights for OneFootball to be able to syndicate or sublicense the same content to Yahoo for use subject to and in accordance with this Agreement.

1.2.2 **Remedies.**

(a) **Content Escalations.** OneFootball will notify Yahoo in writing (email to suffice) in advance of the following scenarios: (i) if OneFootball becomes aware there is an impending or current lapse, loss or expiration of its rights to syndicate the OneFootball Licensed Content, regardless of type (e.g., O&D or O&O), (ii) if OneFootball is unable to obtain or loses syndication rights pursuant to a “Yahoo Required Consent” (as set forth in Section 8.1 below) from five (5) or more or ten percent (10%) of the listed OneFootball Licensed Content providers indicated as a Yahoo Required Consent , whichever is less, or (iii) if the full corpus of OneFootball Licensed Content drops by twenty percent (20%) in the aggregate, at which time the Parties will promptly escalate to Ryan Spoon(rspoon@yahooinc.com) for Yahoo and Patrick Fischer (patrick.fischer@onefootball.com) for OneFootball.

(b) **Resolution Process.** The Parties will meet on October 1, 2024 to discuss the full corpus of the OneFootball Licensed Content on Exhibit C, including the amount of Yahoo Required Consents obtained. Thereafter, Yahoo will establish the percentage or number of syndicated rights to the OneFootball Licensed Content (as well as, the Yahoo Required Consents) at which a reduction in (including the expiration of) syndication rights would cause a renegotiation of the terms and conditions of this Agreement (which will be

memorialized in an amendment to this Agreement). The Parties agree that any such renegotiation will be subject to a ninety (90) calendar day period to come to an Agreement. If the Parties are unable to come to an Agreement within that period, Yahoo shall have the right to terminate this Agreement immediately, subject to Section 16.3.

1.2.3 **Yahoo Licensed Content**. Subject to the terms and conditions of this Agreement, Yahoo will make the Yahoo Licensed Content set forth at Exhibit C (Licensed Content) (as such exhibit may be supplemented or modified from time to time) and subject to the license grants set forth in Section 3 below. Yahoo will use good faith efforts to create more original Yahoo Licensed Content series to shoulder OneFootball Licensed Content in the Soccer Hub. OneFootball will use good faith efforts to utilize its relationships with football club talent to include their participation in the Yahoo Licensed Content.

1.2.4 **Co-Produced Content**. During the Term, the Parties may collaborate and agree upon the development, production, distribution and monetization of original video (“**Co-Produced Content**”) as well as the scope of licenses granted related thereto by each Party. The Parties shall not be obligated to produce any Co-Produced Content. Ownership of any Co-Produced Content will be mutually agreed upon by the Parties (in writing) prior to commencement of production of such content. The Party designated as the lead producer will have final editorial control over the particular Co-Produced Content (except for the other Party’s right to approve all uses of its brand features, as well as any other rights reserved under this Agreement). The other Party shall have meaningful consultation rights with respect to such Co-Produced Content, including the right to request that certain talent be included or excluded (as the case may be). In the event that the Parties enter into a collaboration, and/or agreement in connection with Co-Produced Content, OneFootball will use good faith efforts to utilize its relationships with football club talent to include their participation in the Co-Produced Content. Each Party will have the right to display on the Yahoo Network or the OneFootball Properties, as the case may be, any Co-Produced Content that does not have rights restrictions, regardless of which Party is the lead producer.

SECTION 2: TERRITORY. The territory with respect to the rights granted by Yahoo in Section 3 of this Agreement is Worldwide (“**Yahoo Territory**”). The territory with respect to the rights granted by OneFootball in Section 3 and Section 6 of this Agreement is the United States and Canada (“**OneFootball Territory**”).

SECTION 3: GRANT OF LICENSES

3.1 **Grant of Licenses by OneFootball**. Subject to the terms of this Agreement, OneFootball grants to Yahoo and its Affiliates throughout the OneFootball Territory.

3.1.1 **OneFootball Licensed O&O Content**. A non-exclusive, non-assignable (except as set forth in Section 22.2), fully paid up, royalty free right and license to use, exploit, edit, archive, and publicly display and perform the OneFootball Licensed O&O Content on the Yahoo Network. A non-exclusive, fully paid up, royalty free right and license to create, use, exploit and publicly display and perform Teaser Content via any media or device, in each case, whether presently existing or later devised. Yahoo’s and its Affiliates’ license to edit the OneFootball Licensed O&O Content is limited to modifying the OneFootball

Licensed O&O Content to fit the format and the “look-and-feel” of the Yahoo Network and to create Teaser Content.

3.1.2 OneFootball Licensed O&D Content. A non-exclusive, non-assignable (except as set forth in Section 22.2), fully paid up, royalty free right and license to use, exploit, edit, archive, and publicly display and perform the OneFootball Licensed O&D Content on an Embed Player on the Yahoo Network and any additional rights necessary to effectuate the performance and display of the OneFootball Licensed O&D Content. A non-exclusive, fully paid up, royalty free right and license to create (from a copy of the OneFootball Licensed O&D Content), use, exploit and publicly display and perform Teaser Content via any media or device, in each case, whether presently existing or later devised. Yahoo’s and its Affiliates’ license to edit the OneFootball Licensed O&D Content is limited to modifying the OneFootball Licensed O&D Content to fit the format and the “look-and-feel” of the Yahoo Network and to create Teaser Content.

3.1.3 OneFootball Brand Features. A non-exclusive, non-assignable (except as set forth in Section 22.2), fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, render into an audible format, publicly display and publicly perform the OneFootball Brand Features in any media and any devices, whether presently existing or later devised: (1) in connection with the presentation of the OneFootball Licensed Content on the Yahoo Network, (2) in connection with operating a co-branded YouTube channel [REDACTED] and (3) [REDACTED] in connection with the marketing and promotion of the OneFootball Licensed Content or the Yahoo Network. Yahoo’s application/treatment of OneFootball’s Brand Features must be pre-approved in writing by OneFootball (email sufficient). If OneFootball objects to Yahoo’s use of the OneFootball Brand Features, Yahoo will promptly comply with OneFootball’s reasonable requests for changes or removal.

3.1.4 End User Access. The right to permit end users to use, access, copy, distribute, publicly display, and publicly perform the OneFootball Licensed Content via the Yahoo Network for non-commercial purposes as may be permitted by OneFootball (e.g., allowing users to share or email the OneFootball Licensed Content).

3.2 Grant of Licenses by Yahoo. Subject to the terms of this Agreement, Yahoo grants to OneFootball throughout the Yahoo Territory:

3.2.1 Yahoo Licensed Content. A non-exclusive, non-assignable, fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, modify, transcribe (including creating captions), translate (including dubbing and adding subtitles), create Teaser Content, render into an audible format, publicly display and publicly perform the Yahoo Licensed Content on the OneFootball Properties. A non-exclusive, fully paid up, royalty free right and license to use, copy, encode, distribute, transmit, publicly display and publicly perform Teaser Content via any media or device, in each case, whether presently existing or later devised. OneFootball’s license to modify the Yahoo Licensed Content is limited to modifying the Yahoo Licensed Content to fit the format and the “look-and-feel” of the OneFootball Properties and to create Teaser Content.

3.2.2 Yahoo Brand Features. A non-exclusive, non-assignable, fully paid up, royalty free right and license to use, copy, encode, store, archive, distribute, transmit, render into an audible format, publicly display and publicly perform the Yahoo Brand Features in any media and any devices, whether presently existing or later devised: (1) in connection with the presentation of the Yahoo Licensed Content on the OneFootball Properties; and (2) in connection with the marketing and promotion of the Yahoo Licensed Content on the OneFootball Properties. OneFootball's application/treatment of the Yahoo Brand Features must be pre-approved in writing by Yahoo (email sufficient). Further, any use of the Yahoo Brand Features must be in compliance with the Yahoo Brand Features guidelines, attached hereto at Exhibit H (Yahoo Brand Guidelines). If Yahoo objects to OneFootball's use of the Yahoo Brand Features, OneFootball will promptly comply with Yahoo's reasonable requests for changes or removal.

3.2.3 End User Access. The right to permit end users to use, access, copy, distribute, publicly display, and publicly perform the Yahoo Licensed Content via the OneFootball app for non-commercial purposes as may be permitted by Yahoo (e.g., allowing users to share or email the Yahoo Licensed Content).

3.3 No Other Licenses. No licenses are granted by either Party to the other Party except for those expressly set forth in this Section 3, and all rights and licenses not expressly granted in this Section 3 are reserved by the Parties. Nothing in this Agreement restricts, or should be deemed to restrict, either Party's right to exercise any rights or licenses received from any third parties. Each Party acknowledges that nothing in this Agreement affects the other Party's right to publish legitimate news reports and commentary or to publish third party news reports or commentary, or to exercise its rights as may be permitted under the principles of fair use.

3.4 Links; Rights to Deep-Link. The Parties agree to explore in good faith where opportunities exist to navigate between the Yahoo Network and the OneFootball Properties (e.g., scores pages for 3rd Tier Football leagues such as Primera Federación). OneFootball hereby grants Yahoo the right to utilize deep linking from the Yahoo Network into the OneFootball mobile application. Yahoo hereby grants OneFootball the right to utilize deep linking from the OneFootball mobile application into the Yahoo Network.

SECTION 4: BRANDING; ATTRIBUTION

4.1 Soccer Hub.

4.1.1 Branding. The Parties will work together and mutually agree upon the branding of the navigation and user experience on the Soccer Hub, which will be substantially similar to the mocks included at Exhibit B (Links and Attribution on Soccer Hub).

4.1.2 Attribution. All OneFootball Licensed Content on the Soccer Hub will include attribution to the OneFootball brand, with the placement and integration of the OneFootball Brand Features to be mutually agreed upon and substantially similar to the mocks at Exhibit B (Links and Attribution on Soccer Hub). Any such attribution will also be required to comply with the requirements set forth at Exhibit B

(Links and Attribution on Soccer Hub). Additionally, all OneFootball Licensed Content that is derived from OneFootball's editorial partners will include the originating editorial licensors' branding/attribution, with the placement and integration of such third party branding/attribution to be mutually agreed upon.

4.2 OneFootball Properties. OneFootball will integrate Yahoo Brand Features on the OneFootball Properties available in the OneFootball Territory (as defined in Section 2) with the placement and integration of the Yahoo Brand Features to be mutually agreed upon between the Parties and in accordance with Exhibit H (Yahoo Brand Guidelines) and Exhibit F (Branding on OneFootball Properties).

SECTION 5: MARKETING; PROMOTION.

5.1 Soccer Hub. The Parties mutually agree to a coordinated launch and ongoing co-promotional and marketing efforts of the Soccer Hub. Yahoo and OneFootball agree to share assets across social channels as well as collaborate on coverage with their respective social media teams with particular focus around an annual US-based social promotion plan.

5.2 Promotional Limitations. OneFootball agrees that, during the Term and within the OneFootball Territory, it will not market or promote in-product or on third party channels (including, but not limited to social accounts): (1) the Competitive Sports Media Companies (as defined below in Section 6.1.1) or (2) any similar destinations or experiences to the Soccer Hub, the Yahoo Sports web and app experiences or the Yahoo Fantasy web and app experiences, provided however, that nothing in this Section 5.2 will limit OneFootball's ability to take any action to market, promote or otherwise commercialize the OneFootball mobile application, subject to Section 6.1. Notwithstanding the foregoing, any such marketing, promotion or commercialization of the OneFootball mobile application shall trigger a good faith discussion with Yahoo to simultaneously push traffic to the Soccer Hub. With respect to the Yahoo Fantasy web and app experiences, OneFootball agrees that it will not market or promote, in any way, the Fantasy Competitive Entities.

SECTION 6: EXCLUSIVITY.

6.1 OneFootball.

6.1.1. **Co-Branding.** OneFootball agrees that during the Term and within the OneFootball Territory, (i) OneFootball will not co-brand, integrate or otherwise lockup its logo with any sports media company, including the sports media companies listed at Exhibit I (List of **Competitive Sports Media Companies**) (each a "**Competitive Sports Media Company**" and collectively, the "**Competitive Sports Media Companies**") on the OneFootball Properties.

6.1.2. **Agreements.** OneFootball agrees that it will not enter into any agreement or arrangement within the OneFootball Territory following the Effective Date of this Agreement and for the duration of the Term, with any third party that would provide such third party with: (a) substantially similar benefits, content exposure or promotion in the Exclusive Territory that Yahoo receives from

OneFootball hereunder or that makes (b) substantially similar commitments on behalf of OneFootball to any third party similar to the ones set forth in this Agreement. For clarity, during the Term, OneFootball will not enter into any agreements to license or syndicate the OneFootball Licensed Content to any Competitive Sports Media Company in the OneFootball Territory with the exception of Sports Illustrated with whom OneFootball may complete its obligations under its current agreement with Sports Illustrated to provide OneFootball Licensed O&D Content for the duration thereof.

6.1.3 **Exceptions.** Notwithstanding the foregoing, OneFootball may enter into: (a) advertising campaigns with any third party including those set forth on Exhibit I (excluding any direct premium campaigns with a Fantasy Competitive Entity in the OneFootball Territory) and (b) any affiliate deals with a third party, including those set forth on Exhibit I, provided that OneFootball notifies Yahoo of such affiliate deal in advance for Yahoo's written approval (email to suffice), not be unreasonably withheld.

6.1.4 Any breach of this Section 6.1 of this Agreement by OneFootball will be deemed a material breach, and will afford Yahoo the right, but not the obligation, to terminate this Agreement immediately by providing OneFootball with written notice.

6.2 **Yahoo.** Yahoo agrees that during the Term and within the OneFootball Territory, OneFootball will be the only soccer content partner to have its name in text and logo displayed in the navigation or sub-navigation component for soccer on sports.yahoo.com/soccer or in the equivalent tab or location for soccer-specific navigation in the Yahoo Sports application. Notwithstanding the foregoing, no provision of this Agreement shall limit Yahoo's ability (on or off the Yahoo Network) to: (i) undertake activities or perform duties pursuant to existing arrangements with third parties (or pursuant to any agreements to which Yahoo becomes a party subsequent to the Effective Date, including as a result of assignment, merger, acquisition or other similar transaction); or (ii) to continue existing arrangements or agreements with respect to soccer-related content or to enter into new arrangements or agreements with third parties to obtain soccer-related content.

SECTION 7: EDITORIAL COOPERATION

7.1 **Yahoo as Executive Producer.** OneFootball acknowledges and agrees that Yahoo is, and will at all times continue to be, the "executive producer" of the Yahoo Network, and Yahoo will have the sole and exclusive authority to direct the design, layout, "look-and-feel", functionality, content and maintenance of all aspects of the Yahoo Network, including without limitation the display and performance of the OneFootball Licensed Content. Neither Yahoo nor any Affiliate has any duty or obligation, express or implied, to post, host, stream or otherwise include any of the OneFootball Licensed Content on the Yahoo Network. It is understood and agreed that neither Yahoo nor any of its Affiliates intends, or will be required, to edit or review for accuracy or appropriateness any OneFootball Licensed Content. The parties acknowledge and agree that Yahoo may elect to use machine learning, including generative artificial intelligence ("GenAI") to perform backend functions used to program and display the OneFootball Licensed Content on the Yahoo Network, including for example, organizing and classifying content, as well as creating and programming content features on the Yahoo Network that include the OneFootball Licensed Content (e.g., Yahoo may use ChatGPT to create highlights from the OneFootball

Licensed Content). Yahoo will not use OneFootball Licensed Content for the purpose of training and operating a large language model that it offers as a standalone product to third parties.

7.2 OneFootball as Executive Producer. Yahoo acknowledges and agrees that OneFootball is, and will at all times continue to be, the "executive producer" of the OneFootball Properties, and OneFootball will have the sole and exclusive authority to direct the design, layout, "look-and-feel", functionality, content and maintenance of all aspects of the OneFootball Properties, including without limitation the display and performance of the Yahoo Licensed Content on the OneFootball Properties. OneFootball does not have any duty or obligation, express or implied, to post, host, stream or otherwise include any Yahoo Licensed Content on the OneFootball Properties. It is understood and agreed that OneFootball will not be required to edit or review for accuracy or appropriateness any Yahoo Licensed Content.

SECTION 8: PROGRAMMING OBLIGATIONS

8.1 Sublicensed Content. OneFootball covenants that it will provide Yahoo with evidence of explicit confirmation in writing (email to suffice) from select third party licensors (identified at Exhibit C (Licensed Content) as "**Yahoo Required Consents**") consenting to the sub-licensing or syndication of such third parties' content by OneFootball by October 1, 2024. In addition, OneFootball agrees to maintain a record and copies of the publisher terms and conditions in effect at the time of such consent in perpetuity. For the avoidance of doubt, the requirement to provide such evidence is a separate obligation to, and shall not be satisfied by any modifications made by OneFootball to its online publisher agreements or its terms and conditions to obtain sublicensing or syndication rights.

8.2 Removal/Alteration. To the extent OneFootball receives notice of an actual or potential legal claim in conjunction with the OneFootball Licensed Content, Yahoo and its Affiliates will, as soon as reasonably practicable following receipt of notice and a written request by OneFootball (i) remove from the Yahoo Network and cease distributing the applicable element of the OneFootball Licensed Content, and/or (ii) implement on the Yahoo Network any modifications, alterations, revisions, edits, cropping, or other changes to such element of the OneFootball Licensed Content provided by OneFootball. To the extent Yahoo receives notice of an actual or potential legal claim in conjunction with the Yahoo Licensed Content, OneFootball will, as soon as reasonably practicable following receipt of notice and a written request by Yahoo: (i) remove from the OneFootball Properties and cease distributing the applicable element of the Yahoo Licensed Content; and/or (ii) implement on the OneFootball Properties any modifications, alterations, revisions, edits, cropping, or other changes to such element of the Yahoo Licensed Content provided by Yahoo.

8.3 OneFootball Assistance. OneFootball will provide on-going assistance to Yahoo with regard to technical, administrative and service-oriented issues relating to the utilization, encoding, transmission and maintenance of OneFootball Licensed Content, as Yahoo may reasonably request.

8.4 Corrections. OneFootball must promptly correct any errors in the OneFootball Licensed Content as soon as OneFootball becomes aware of such errors and Yahoo will use its reasonable efforts to cooperate with OneFootball to ensure that OneFootball Licensed Content on the Yahoo Network is

promptly updated or corrected as required. Yahoo may correct any insubstantial errors (e.g., spelling mistakes) in the OneFootball Licensed Content.

8.5 Content Delivery. OneFootball agrees that the OneFootball Licensed Content will be delivered through SSL compliant feeds and in accordance with delivery specifications, as provided or updated from time to time by Yahoo, including those located at <https://search.yahooinc.com/welcome-kit> as well as any other requirements or specifications provided by Yahoo. In the event that the OneFootball Licensed Content is made available or delivered to Yahoo through RSS or an API and any additional terms of service apply to the RSS feed or API, the Parties specifically agree that this Agreement, and not any other terms of service, will govern Yahoo's use of the RSS feed or API. Additionally, OneFootball shall organize the OneFootball Licensed Content feeds delivered to Yahoo such that: (a) all English language OneFootball Licensed Content will be delivered in its own separate feed or, if approved by Yahoo, included with a tag as English-language and (b) when requested, separated feeds and canonical tags based on content provider will be delivered for purposes of reporting and tracking.

8.6 Content Quality. OneFootball will deliver only such OneFootball Licensed Content for inclusion on the Yahoo Network that is of a high quality level and generally representative of the OneFootball Properties. OneFootball may not include any third party branding or third party links in OneFootball Licensed Content, except as otherwise herein permitted. OneFootball Licensed Content must not include any marketing, advertising, advertorials, or promotions whether for OneFootball or for any third-party; provided, however, merchandise and ticketing opportunities from clubs within OneFootball Licensed Content is permissible. Notwithstanding the foregoing, Yahoo reserves the right to: (a) remove any OneFootball Licensed Content that includes club merchandise or ticketing opportunities, if necessary and (b) review OneFootball Licensed Content at any time and may reject or remove any OneFootball Licensed Content that violates its editorial standards. OneFootball agrees to use best efforts to comply with Yahoo's editorial guidelines for content providers, including the Yahoo Editorial Guidelines attached at Exhibit G and incorporated herein by this reference, provided, however, that the Parties agree that OneFootball's inability to adhere to certain guidelines within Exhibit G will not constitute a material breach of this Agreement. In addition, if OneFootball Licensed Content is the subject of repeated complaints from Yahoo editors or Yahoo users due to poor quality or otherwise does not comply with the Yahoo Editorial Guidelines, Yahoo will notify OneFootball and provide OneFootball with the opportunity to improve the quality or comply with the Yahoo Editorial Guidelines, or otherwise Yahoo may remove OneFootball Licensed Content or suspend OneFootball's feed until OneFootball Licensed Content meets Yahoo's standards. Notwithstanding the foregoing, the Parties agree that if, at any point, the OneFootball Licensed Content delivered to Yahoo continues to violate this Section 8.6, the Parties shall promptly escalate to Jon Shaw (JonShaw@yahooinc.com) for Yahoo and Patrick Fischer (patrick.fischer@onefootball.com) for OneFootball.

8.7 Requirements for Video Content. OneFootball will deliver One Football Licensed Content that includes closed captioning if required to comply with applicable Laws and certify compliance with closed captioning regulatory requirements. No tune-in messaging, overlays, watermarks, bumpers, stings, twitter hashtags or similar add-ons may be included in OneFootball Licensed Content that is video, unless included in the original on-air version of such video or as otherwise agreed upon by the Parties.

SECTION 9: COMSCORE; SEO

9.1 comScore.

9.1.1 comScore Roll-up. Throughout the Term, OneFootball will roll up and report all digital and social traffic under the Yahoo Sports' entity designation in order for Yahoo Sports to receive primary comScore credit globally. The Parties agree and acknowledge that Yahoo will take the lead in working directly with comScore. In addition, Yahoo will be responsible for the payment of any traffic assignment fees required by comScore to effectuate any comScore roll-ups contemplated hereunder. Each Party will support any necessary comScore tagging or beaconing within thirty (30) calendar days of the beacon delivery from Yahoo/comScore to ensure that comScore credit is applied properly for the OneFootball Licensed Content, including content exhibited via the OneFootball Media Player on the OneFootball Properties.

9.1.2 OneFootball O&D Network Traffic. If commercially and technically possible, OneFootball agrees to support comScore "traffic sharing" which allows OneFootball and their OneFootball O&D Network partners to assign and report traffic and for Yahoo to receive audience consumption measurement credit under the Yahoo Sports' entity designation in comScore. Each Party will support any necessary comScore tagging changes to ensure that comScore credit is applied properly.

9.2 **SEO.** Yahoo will add canonical tags and backlinks to all OneFootball Licensed O&O Content that will link to the original source of OneFootball Licensed O&O Content.

SECTION 10: ADVERTISING; CONSIDERATION.

10.1 Advertising Sales Rights.

10.1.1 All advertising inventory (including but not limited to sponsorship sales) available in connection with the OneFootball Licensed Content on the Yahoo Network shall be sold solely by Yahoo.

10.1.2 Subject to Section 10.1.5, OneFootball hereby grants Yahoo the right (in priority to other counterparties that operate in the OneFootball Territory), to sell:

- (a) all advertising inventory on the OneFootball Properties in the OneFootball Territory; and
- (b) all advertising inventory in the OneFootball O&D Network in the OneFootball Territory.

10.1.3 The Parties will discuss the build and uniformity of advertising units to facilitate Yahoo's right of sale under Section 10.1.2.

10.1.4 OneFootball hereby grants Yahoo the right and access to sell social sponsorships and integrations on OneFootball's social handles (e.g., Instagram and Facebook). Any social sales sponsorships and integrations in accordance with this Section 10.1.4 must be mutually approved and programmed in advance.

10.1.5 The Parties acknowledge that the rights granted under Section 10.1.2 shall in no circumstances impose an obligation on Yahoo to sell any advertising inventory on the OneFootball Properties or in the OneFootball O&D Network.

10.1.6 Section 10.1.2 notwithstanding, where OneFootball (or a third party engaged by OneFootball) identifies a potential sale of advertising inventory on the OneFootball Properties or in the OneFootball O&D Network, in each case within the OneFootball Territory (a "**Potential Advertising Inventory Sale**"), OneFootball shall notify Yahoo of the Potential Advertising Inventory Sale and Yahoo shall, within seven calendar (7) days, confirm that OneFootball or the relevant third party (as applicable) can proceed with the Potential Advertising Inventory Sale.

10.1.7 OneFootball acknowledges that Yahoo utilizes Google Ad Manager ("GAM") as a third party demand-side service to support ad monetization of OneFootball's advertising inventory and, to the extent GAM is used hereunder, agrees that OneFootball and OneFootball's advertising inventory are also subject to Google's posted GAM policies in connection therewith under this Agreement.

10.2 Revenue Sharing; Payments.

10.2.1 Yahoo shall pay to OneFootball a share of Advertising Revenue, in accordance with Exhibit D (Consideration), within forty-five (45) calendar days of the end of each month, for any advertising inventory sold by Yahoo. All payments and revenue calculations are solely based on Yahoo's measurements and the applicable advertiser billing metrics (e.g., clicks or impressions). Any disputes regarding payments under this Agreement must be submitted to Yahoo in writing within sixty (60) days of the date OneFootball receives such payment, otherwise OneFootball waives such dispute and such charge will be final and not subject to challenge.

10.2.2 OneFootball shall pay to Yahoo a share of Advertising Revenue, in accordance with Exhibit D (Consideration), within forty-five (45) calendar days of the end of each month, for any advertising inventory sold by OneFootball on any Yahoo Licensed Content syndicated to OneFootball in the Yahoo Territory. All payments and revenue calculations are solely based on OneFootball's measurements and the applicable advertiser billing metrics (e.g., clicks or impressions). Any disputes regarding payments under this Agreement must be submitted to OneFootball in writing within sixty (60) days of the date Yahoo receives such payment, otherwise Yahoo waives such dispute and such charge will be final and not subject to challenge.

10.3 YouTube Brand Channel. As consideration hereunder and for the duration of the Term, OneFootball will assign its rights in its YouTube brand channel, with the handle @onefootball, including its owned historical content, associated advertising revenue and subscribers over to Yahoo and shall execute and do such further actions as may be reasonably required from time to time, either before, on or after the Effective Date, to effectuate the transfer and assignment of OneFootball's YouTube account. Following the assignment of OneFootball's brand channel, Yahoo agrees to co-brand this YouTube brand channel with OneFootball for the Term of the Agreement. Upon expiration or termination of the Agreement, Yahoo shall reassign the rights in the OneFootball YouTube brand channel (as set out above) back to OneFootball.

10.4 Audit Right. Each Party will keep and maintain complete and accurate books and records related to the sales and usage contemplated under this Agreement, including all data necessary for the computation of payments to be made hereunder, for at least two (2) years following the expiration or termination of the Term and any Wind-Down Period. Each Party will have the right, with no less than seventy-two (72) hours' notice, but no more than once per year, during the Term and any Wind-Down Period and for a period of two (2) years after the expiration or termination of the Term and Wind-Down Period, to cause an independent auditor to audit the other Party's records and/or other documents relating to the performance of this Agreement in order to verify their accuracy; provided that: (a) the audit does not reasonably interfere with the audited Party's business activities, and (b) the auditor is bound to similar confidentiality obligations as set forth in this Agreement. Each Party will promptly make any underpayments or overpayments, as the case may be, revealed by the audit. Such audit will be at the auditing Party's expense; *provided, however*, if the audit reveals underpayments or overpayments in excess of the greater of five percent (5%) of the amount of the fees owed to or previously paid to a Party for the period covered by the applicable audit, or \$10,000 U.S. dollars, the audited Party will pay the cost of such audit plus the underpaid or overpaid, as applicable, amounts. If the Parties disagree on whether an adjustment is appropriate, the Parties shall engage in good faith discussions among senior executives in an attempt to resolve the dispute.

SECTION 11: REPORTING. Each Party will deliver to the other Party reporting on the metrics set forth at Exhibit E (Reporting).

SECTION 12: REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

12.1 Representations and Warranties.

12.1.1 Non-Infringement. Yahoo (for and on behalf of itself and its Affiliates) and OneFootball, as the case may be, represents and warrants that, as of the Effective Date and continuing throughout the Term of this Agreement, its respective Licensed Content, Licensed Brand Features and exercise of any license granted in Section 3 does not and will not, infringe the rights of any third party, including any Intellectual Property Rights, rights of publicity, rights of personality, rights of privacy, rights to payment of royalties and residuals, or result in any tort, injury, damage or harm to any third party.

12.1.2 Pending or Potential Claims. Each Party represents and warrants that, as of the Effective Date, it is not aware of any pending or threatened claims, suits, actions, or charges pertaining to its

respective Licensed Content, including any claims or allegations that any of its Licensed Content infringes, violates, or misappropriates the Intellectual Property Rights of any third party. Each Party agrees that it will notify the other Party immediately if it becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either party's ability to fully perform its duties or to exercise its rights under this Agreement.

12.1.3 Content Clearances. As of the Effective Date and continuing throughout the Term, each Party represents and warrants that it has obtained all third party clearances, permissions, licenses and sublicensing rights that are necessary in connection with its exercise of any license granted by them in this Agreement, including with respect to the use of any copyrighted or trademarked materials, club logos, and the use of any names, likenesses or biographical materials, music and for the payment of all applicable guild fees and for all residuals, payments, fees or royalties, if any, payable under any collective bargaining agreement or otherwise.

12.1.4 Compliance with Laws. Each Party represents and warrants that its respective Licensed Content does not and will not violate any applicable Laws.

12.1.5 Authority. Each Party represents and warrants that: (i) it is empowered to grant the rights, licenses and privileges granted hereunder in accordance with, and subject to, the terms of this Agreement; (ii) it has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder in accordance with the terms of this Agreement; and (iii) it is not subject to any contractual or other legal obligation which will interfere with its full performance of this Agreement.

12.2 DISCLAIMERS. NEITHER YAHOO OR ITS AFFILIATES OR ONEFOOTBALL, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY THE PARTIES IN SECTION 12.1. YAHOO OR ITS AFFILIATES OR ONEFOOTBALL EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

SECTION 13: USER DATA.

13.1 Restricted Transfers.

13.1.1 Intention. It is the Parties' intention that no Personal Data be transferred under this Agreement.

13.1.2 Incorporation of SCCs. In respect of any Restricted Transfer by OneFootball that is subject to the GDPR, the Parties hereby enter into the relevant module of the SCC's (with OneFootball as data exporter and Yahoo as data importer), which are hereby incorporated by reference into this Agreement and which shall come into effect upon the commencement of a Restricted Transfer.

13.1.3 SCC selections. The Parties make the following selections for the purposes of the SCC's: (i) Clause 7 – shall apply; (ii) Clause 9(a) – Option 2 shall apply; (iii) Clause 11 – the optional language shall not apply; (iv) Clause 17 – Option 1 shall apply and the Member State shall be Germany; and (v) Clause 18 – the Member State shall be Germany.

13.2 Sharing of Personal Information

13.2.1 With respect to any Personal Information that is shared between the Parties, the Parties will (a) document the user data elements to be shared; and (b) mutually agree upon (i) the method of sharing such data elements and (ii) the process for obtaining any applicable user consents. All user consent flows, if any, to enable the sharing of user data between the Parties will be subject to prior mutual agreement. To the extent either Party shares any unique identifiers for such Party's users (e.g., Yahoo GUID, B-cookies, OneFootball username etc.) with the other Party under this Agreement, each Party agrees that such information will be used solely to perform that Party's obligations under this Agreement and for compliance with Law, that Party will not have any independent rights to use such information, and such Party will not share such information with any third parties other than as required by Law.

SECTION 14: INDEMNIFICATION

14.1 **OneFootball Indemnity of Yahoo.** OneFootball must, at its own expense, indemnify, defend and hold harmless Yahoo, its Affiliates and each of their respective officers, directors, employees, representatives, licensees and agents (each a "**Yahoo Indemnified Party**") from and against and in respect of all liabilities, losses, costs, charges, fees and expenses, including reasonable attorneys' fees, expert witness fees, and other legal expenses, incurred in connection with any claim, allegation, suit, action, investigation, judgment, deficiency, settlement, inquiry, demand or other proceeding of whatever nature or kind, whether formal or informal, brought against a Yahoo Indemnified Party arising out of, or in connection with: (a) the breach by OneFootball of any of its obligations, covenants, representations or warranties under this Agreement; or (b) any allegation that the OneFootball Licensed Content or the OneFootball Brand Features infringes in any manner any Intellectual Property Right or any other right of any third party, is or contains any material or information that is obscene, defamatory, libelous, slanderous, or that violates any Laws, or violates any rights of any person or entity, including rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third party.

14.2 **Yahoo Indemnity of OneFootball.** Yahoo must, at its own expense, indemnify, defend and hold harmless OneFootball and each of their respective officers, directors, employees, representatives, licensees and agents (each a "**OneFootball Indemnified Party**") from and against and in respect of all liabilities, losses, costs, charges, fees and expenses, including reasonable attorneys' fees, expert witness fees, and other legal expenses, incurred in connection with any claim, allegation, suit, action, investigation, judgment, deficiency, settlement, inquiry, demand or other proceeding of whatever nature or kind , whether formal or informal, brought against a OneFootball Indemnified Party arising out of, or in connection with (a) the breach by Yahoo of any of its obligations, covenants, representations or warranties under this Agreement; or (b) any allegation that the Yahoo Licensed Content or the Yahoo Brand Features infringes in any manner any Intellectual Property Right or any other right of any third party, is or contains

any material or information that is obscene, defamatory, libelous, slanderous, or that violates any Laws, or violates any rights of any person or entity, including rights of publicity, privacy or personality, or has otherwise resulted in any consumer fraud, product liability, tort, deceptive trade practice, breach of contract, injury, damage or harm of any kind to any third party.

14.3 Indemnification Procedure. If any action is brought against a Yahoo Indemnified Party or OneFootball Indemnified Party (the “**Indemnified Party**”) in respect to which indemnity may be sought from the other party to this Agreement (the “**Indemnifying Party**”), the Indemnified Party will promptly notify the Indemnifying Party in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein (provided that failure to promptly provide such notice will relieve the Indemnifying Party of its obligations hereunder only to the extent that the Indemnifying Party is materially prejudiced by such failure). The Indemnified Party will cooperate with the Indemnifying Party at the Indemnifying Party's expense in all reasonable respects in connection with the defense of any such action. The Indemnifying Party may upon written notice to Indemnified Party undertake to control and conduct all proceedings or negotiations in connection therewith, assume and control the defense thereof, and if it so undertakes, it will also undertake all other required steps or proceedings to settle or defend any such action, including the employment of counsel reasonably satisfactory to the Indemnified Party, and payment of all reasonably incurred expenses and reasonable attorney's fees; *provided, however,* that the Indemnifying Party will not, without the Indemnified Party's prior written consent, enter into any settlement or compromise of any claim that results in any admission of liability or wrongdoing on the part of an Indemnified Party or obligates an Indemnified Party in any manner. The Indemnified Party will have the right to employ separate counsel and participate in the defense, at the Indemnified Party's sole cost and expense.

SECTION 15: LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 14, SECTION 12.1 (REPRESENTATIONS AND WARRANTIES) OR ANY BREACH OF SECTION 20 (CONFIDENTIALITY), UNDER NO CIRCUMSTANCES WILL YAHOO (OR ITS AFFILIATES), OR ONEFOOTBALL, AS THE CASE MAY BE, BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 14, SECTION 12.1 (REPRESENTATIONS AND WARRANTIES) OR ANY BREACH OF SECTION 20 (CONFIDENTIALITY), IN NO EVENT WILL YAHOO (OR ITS AFFILIATES), OR ONEFOOTBALL'S, AS THE CASE MAY BE, TOTAL LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED \$25,000. FURTHER, NEITHER YAHOO NOR ITS AFFILIATES WILL BE LIABLE FOR ANY LOSS OF DATA OR ANY INTERRUPTION OF ANY PART OF THE YAHOO NETWORK DUE TO ANY CAUSE, NOR WILL ONEFOOTBALL BE LIABLE FOR ANY LOSS OF DATA OR ANY INTERRUPTION OF ANY PART OF THE ONEFOOTBALL PROPERTIES DUE TO ANY CAUSE. EACH PARTY HAS A DUTY TO USE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE DAMAGES FOR WHICH THE OTHER PARTY IS RESPONSIBLE. The Parties agree that the foregoing represents a fair allocation of risk hereunder.

SECTION 16: TERM AND TERMINATION.

16.1 Initial Term and Renewals. This Agreement will become effective as of the Effective Date and will, unless sooner terminated as provided below or as otherwise mutually agreed in writing, remain effective through March 13, 2027 (the “**Initial Term**”). No less than six (6) months prior to expiration of the Initial Term the Parties agree to meet and discuss in good faith the renewal of the Agreement for an additional period of mutually agreed upon length (a “**Renewal Term**”). In no event will any terms and conditions be modified retroactively. As used in this Agreement, the “**Term**” means the Initial Term and any subsequent Renewal Term(s).

16.2 Termination for Cause. Notwithstanding the foregoing, the Agreement may be terminated by either Party immediately upon written notice to the other Party if: (a) the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (b) the other Party engages in any unlawful business practice related to that Party’s performance under the Agreement; or (c) the other Party breaches any material obligations under the Agreement in any material respect, which breach is not remedied within ten (10) business days following written notice to the breaching party (subject to the provisions of Section 21.3 hereof).

16.3 Wind Down Period. Upon termination of this Agreement by either Party, a “**Wind Down Period**” will commence for ninety (90) days or for the period necessary for the Parties to satisfy any outstanding commitments (if any), and any necessary licenses under this Agreement will be deemed extended through such period. During any such Wind Down Period, the revenue sharing and payment terms set forth in Section 10.2 of this Agreement will apply. In addition, the Parties shall each designate one primary point of contact for the Parties to manage issues relating to the Wind Down Period, including (i) return of assignments of traffic credit with the major reporting entities such as comScore; (ii) the fulfillment or transfer of any shared advertising sales responsibilities or initiatives; (iii) removal or transfer of content to a designated hosting party; and (iv) return of relocated employees (if any), and such other activities as necessary to effectuate a full and complete wind down of the relationship contemplated by this Agreement.

16.4 Effect of Termination. Any termination pursuant to this Section 16, will be without any liability or obligation of the terminating party, other than with respect to any breach of the Agreement prior to termination, and the Parties will immediately cease representing to the public any affiliation between them in connection with the subject matter of the Agreement. The provisions of this Section and all other Sections as reasonably necessary to carry out the intent of this Agreement, including, without limitation, those related to ownership and indemnity, will survive the expiration or termination of the Agreement for any reason.

SECTION 17: OWNERSHIP

17.1 By OneFootball. Yahoo acknowledges and agrees that: (a) as between OneFootball on the one hand, and Yahoo and its Affiliates on the other, OneFootball owns all right, title and interest in the One Football Properties, the OneFootball Licensed Content, the OneFootball Teaser Content and the OneFootball Brand Features; and (b) nothing in this Agreement confers on Yahoo or any Yahoo Affiliate any right of ownership in the OneFootball Licensed Content or the OneFootball Brand Features.

Notwithstanding the preceding, nothing in this Agreement is intended to alter any rights to any content that Yahoo would otherwise have by operation of law.

17.2 By Yahoo. OneFootball acknowledges and agrees that: (a) as between OneFootball on the one hand, and Yahoo and its Affiliates on the other, Yahoo or its Affiliates own all right, title and interest in the Yahoo Network (except for any OneFootball Content or OneFootball Brand Features appearing in the Yahoo Network), the Yahoo Licensed Content, the Yahoo Teaser Content and the Yahoo Brand Features; and (b) nothing in this Agreement confers on OneFootball any right of ownership in the Yahoo Network, the Yahoo Licensed Content and the Yahoo Brand Features. Yahoo and its Affiliates will own any derivative works or improvements created under this Agreement that are based upon or that incorporate the OneFootball Licensed Content, excluding the OneFootball Licensed Content itself. Nothing in this Agreement may be construed to restrict or limit Yahoo in any way in developing content or services similar or competitive to OneFootball or its Affiliates. Nothing herein will derogate from or be prejudicial to any rights or privileges to which Yahoo or any of its Affiliates would be entitled under applicable law at any time if this Agreement were not in existence.

SECTION 18: STRATEGIC OPPORTUNITIES. OneFootball and Yahoo will continue to discuss in good faith potential strategic opportunities and any strategic opportunities that are mutually agreed upon shall be memorialized in a separate writing between the Parties. OneFootball and Yahoo agree to discuss such things as (but not limited to): (a) ways to better integrate and promote the Soccer Hub; (b) additional integration opportunities; including (but not limited to) a dedicated video network, talent activations, live events and others, as applicable; (c) additional integration opportunities across the Yahoo Network; (d) World Cup promotion and integration within the Yahoo Fantasy mobile application/user base; (e) revitalization of OneFootball's podcast; and (f) exploration of translation rights (including through the use of GenAI) of any non-English language content that both Parties deem additive to the Soccer Hub.

SECTION 19: PUBLIC ANNOUNCEMENTS. Neither Party will make any public announcement or press release in respect of any matter relating to this Agreement without prior written approval and consent of the other Party. Notwithstanding the foregoing, the Parties intend to draft a mutually agreed upon press release to announce the launch of the Soccer Hub and experience on both the Yahoo Network and the OneFootball Properties.

SECTION 20: CONFIDENTIALITY. The terms and conditions of this Agreement shall be deemed to be Confidential Information. Neither party will use or disclose to any third party any Confidential Information of the other party, except: (i) as required to fulfill its obligations hereunder; (ii) to its, Affiliates, employees, contractors, agents, or professional service providers (i.e., accountants, lawyers, and/or financial advisors) with a need to know such information, who are bound to maintain the confidentiality of the Confidential Information under terms substantially similar to those of this Agreement; (iii) as expressly permitted by the other party in writing; or (iv) as required by law or the valid order of a court of competent jurisdiction, in which event the disclosing party will so notify the non-disclosing party and will seek confidential treatment of such Confidential Information. Each Party will hold the Confidential Information of the other party in strict confidence using the same degree of care that it uses to protect its own Confidential Information, but in no event less than reasonable care.

SECTION 21: RELATIONSHIP MANAGEMENT; DISPUTE RESOLUTION

21.1 Relationship Manager. Each Party will designate one (1) relationship manager who will be the primary point of contact and will provide guidance and support for the work under this Agreement and will monitor the overall performance of obligations under this Agreement for the Party they represent.

21.2 Periodic Executive Meetings. Each Party will designate one (1) senior executive to meet in person or by telephone conference, (a) on an as-needed basis during the six-month period following the Effective Date, and (b) thereafter for the remainder of the Term, on at least a quarterly basis, to discuss the status of the Parties' activities under this Agreement and fulfillment of activities pertaining to the success of the Parties' engagement under this Agreement.

21.3 Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include with reasonable particularity: (i) a statement of each Party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the notice, the executives of both Parties shall meet at a mutually acceptable time and place (the "**Dispute Conference**"). At no time prior to the Dispute Conference shall either Party initiate litigation related to this Agreement, except to pursue a provisional remedy that is authorized by law or agreement of the Parties; provided, however, this limitation does not apply to a Party if the other Party refuses to comply with the requirements of this Section 21.3.

SECTION 22: MISCELLANEOUS PROVISIONS

22.1 Notices. All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by electronic mail (confirmed by concurrent written notice sent first class U.S. mail), if to Yahoo, at Yahoo Inc., 770 Broadway, 9th Floor, New York, NY 10003, Attn: President & GM, Yahoo Sports, email: Email: partnershipnotifications@yahooinc.com with a copy to its General Counsel, Yahoo Inc., 11955 Democracy Dr., 14th Floor, Reston, VA 20190, with a copy sent via email to legalnotices@yahooinc.com; and if to OneFootball, at OneFootball GmbH, Greifswalder Str. 212, Berlin 10, Attn: Legal Team to, email: partnerships@onefootball.com and legal@onefootball.com. Notice by any other means will be deemed made when actually received by the party to which notice is provided.

22.2 Assignment. This Agreement is personal to OneFootball and Yahoo. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other Party's prior written consent except as set forth herein, which consent each Party may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving either Party (regardless of whether the relevant Party is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations,

or performance under this Agreement for which the other Party's prior written consent is required. No delegation or other transfer will relieve the Parties of any of their obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 22.2 is void. Yahoo may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement to any of its Affiliates, without OneFootball's consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

22.3 Governing Law. This Agreement will be governed by and construed using the laws of the State of New York, without giving effect to New York conflict of law provisions. The Parties consent to exclusive venue and the exclusive jurisdiction of the state and federal courts located in the city of New York, New York.

22.4 Export Control. Each Party agrees to comply with the export and import laws of the United States and other applicable countries, including but not limited to governmental review requirements, license approvals and controls prohibiting export to embargoed and trade-restricted countries. Each Party represents, warrants and covenants that neither it nor any entity that owns or operates it are identified on any governmental export exclusion lists. Each Party will inform the other Party of any export-controlled content that it provides and will supply the other Party with information needed for export and import compliance purposes, including Export Control Classification Numbers.

22.5 Anti-Corruption. Each Party will comply with all applicable anti-corruption laws (for example, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act), including those that prohibit the promise, the payment, the authorization, or the giving directly or indirectly of money or things of value to any person or entity (including government officials, members of royal families, employees of state-owned enterprises and any related parties such as family members of those groups) corruptly to (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or to direct business to any person or entity; or (d) induce or reward any favorable action in any matter related to the subject of this Agreement or the business of a Party. Each Party agrees to maintain written, complete, and accurate records relating to this Agreement during the Term and for a reasonable time thereafter and in particular any payments made to third parties in connection with this Agreement or having a relationship with the other Party. Each Party agrees to permit inspection of these records during the Term and for a reasonable time thereafter upon reasonable written notice from the inspecting Party.

22.6 Taxes. Each Party shall be liable for its own net income taxes, net worth, franchise, property and employer taxes (federal, state, provincial, local and otherwise). Payments under this Agreement are exclusive of any applicable sales, use or similar type tax. Where sales, use or similar type taxes apply, such tax shall be itemized on the invoice delivered by the Party providing the services. The Party receiving such services agrees to pay any applicable sales, use or similar type taxes. All payments made under this Agreement shall be paid in full without reduction for any foreign, U.S. federal, state, local or other governmental taxes (including income, withholding, consumption, sales, use value added, excise or other similar tax). Notwithstanding the above, either Party who makes a payment hereunder shall be entitled to deduct and withhold from any payments under this Agreement such amounts as are required to be deducted or withheld under any applicable Laws. To the extent any such amounts are deducted or

withheld, the Parties shall cooperate to transmit official tax receipts or other evidence issued or issuable by taxing authorities sufficient to allow the Parties to support a claim for U.S. (or other jurisdiction) tax credits in respect of such withheld taxes. Each Party will take any reasonable actions requested by the other Party, at the other Party's expense, to reduce, avoid, or secure refunds of such taxes or withheld amounts. If a Party receives any refund, credit, or other tax benefit related to amounts withheld hereunder, such Party will promptly pass through the value of such refund, credit, or benefit to the other Party.

22.7 Relationship of the Parties. The Parties acknowledge and agree that they are dealing with each other as independent contractors. Nothing in this Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between OneFootball and Yahoo. Neither OneFootball nor Yahoo may bind the other in contracts with third parties or make promises or representations on behalf of the other Party without a signed written consent, and employees and agents of one Party are not for any purpose employees or agents of the other. Neither Party owes the other Party or any third party any compensation for performing the actions contemplated by this Agreement, except as expressly set forth in this Agreement. This Agreement is made for the benefit of Yahoo, its Affiliates and OneFootball only, and this Agreement is not for the benefit of, and was not created for the benefit of, any third parties.

22.8 Severability. If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision-making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

22.9 No General Waiver. Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

22.10 Amendments. This Agreement may be amended only by a written agreement signed by authorized representatives of both Parties.

22.11 Interpretation of Agreement. The Parties desire that this Agreement be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party, and without reference to the section headings, which are for reference only.

22.12 Further Assurances. Each of the parties shall execute and deliver such further documents or instruments and do such further actions as may be reasonably required from time to time, either before, on or after the Effective Date, to carry out the full intent and meaning of this Agreement and give effect to the transactions contemplated by this Agreement.

22.13 Entire Agreement. This Agreement and its Exhibits constitute the complete and exclusive agreement between OneFootball and Yahoo with respect to the subject matter contemplated herein,

superseding and replacing any and all prior or contemporaneous agreements, including the communications, and understandings, both oral and written, regarding that subject matter.

22.14 **Counterparts; Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by electronic means.

IN WITNESS WHEREOF, the Parties to this Agreement, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

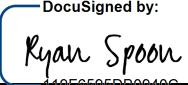
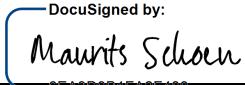
YAHOO INC. DocuSigned by:  By: _____ Name: _____ Title: _____ Date: _____	ONE FOOTBALL GMBH DocuSigned by:  By: _____ Name: _____ Title: _____ Date: _____
	 DocuSigned by:  By: _____ Name: _____ Title: _____ Date: _____
	ONEFOOTBALL UK LTD DocuSigned by:  By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT A

DEFINITIONS

Definitions. Unless otherwise specified, capitalized terms used in this Agreement will have the following meanings:

“Advertising Revenue” has the meaning set forth in Exhibit D of the Agreement.

“Affiliate” means in respect of a party, any current or future company or other business entity controlled by, controlling or under common control with that party and in the case of Yahoo the definition of Affiliate will include Yahoo Inc., and Yahoo Holdings International B.V., where relevant. For the purposes of the definition of “Affiliate,” “control” will mean the direct or indirect power to direct, or cause the direction of, the management and policies of a company or other business entity, whether through ownership of 50% or more of the voting interest, by contract, or otherwise (and “controlling” and “controlled” will be construed accordingly).

“Confidential Information” means: (a) the terms of this Agreement and (b) proprietary information (whether owned by the discloser or a third party to whom the discloser owes a nondisclosure obligation) that is marked as confidential or proprietary or that would, under the circumstances, appear to a reasonable person to be confidential or proprietary. “Confidential Information” does not include information that: (a) was known to the recipient at the time of the first disclosure thereof by the discloser to the recipient as indicated by the recipient’s contemporaneous written records; (b) has become publicly known through no wrongful act of any recipient; (c) has rightfully been received by the recipient from a third party without a duty of confidentiality; or (d) was independently developed by the recipient without use of or reference to the discloser’s Confidential Information.

“Co-Produced Content” has the meaning set forth in Section 1.2.3 of the Agreement.

“Embed Player” means the video player sublicensed to OneFootball by Yahoo, which is OneFootball-branded and may be embeddable within other digital platforms operated by approved third party publishers (e.g., OneFootball O&D Publishers) to the extent of the rights granted under the sublicense to OneFootball. .

“Enhancements” means any derivative works, improvements or modifications made to or created from the Licensed Content by Yahoo or OneFootball, as the case may be, including any updates, corrections, modifications made for compliance with applicable Laws, and any formatting, delivery or technical enhancements to the Licensed Content.

“Fantasy Competitive Entities” means any fantasy sports gaming provider, including but not limited to, ESPN Fantasy, Underdog, PrizePicks, CBS Sports Fantasy, NFL Fantasy, Sleeper, Fantrax, Fanduel Daily

Fantasy (Sports Betting not included), DraftKings Daily Fantasy (Sports Betting not included), Run Your Pool, Office Football Pool, Splash Sports, Boom Sports, and SuperDraft.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Intellectual Property Rights" means any rights, titles and interests, whether foreign or domestic, in and to any trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as moral rights, rights of privacy, publicity and similar rights of any type under applicable Laws.

"Laws" means any federal, state, provincial, county, municipal, local or other laws, rules, regulations, ordinances or judicial decisions or orders enacted or issued by a court or other governmental authority of any country, state, province, county, city, municipality or other governmental entity in the OneFootball Territory or the Yahoo Territory, as applicable.

"Licensed Content" means either Yahoo Licensed Content or OneFootball Licensed Content.

"Licensed Brand Features" means either Yahoo Brand Features or OneFootball Brand Features.

"OneFootball Brand Features" means the trademarks, service marks, logos and other distinctive brand features of OneFootball as provided to Yahoo for use under this Agreement.

"OneFootball Licensed Content" means, collectively, content that is OneFootball Licensed O&O Content and OneFootball Licensed O&D Content.

"OneFootball Licensed O&D Content" means audiovisual content only which is received from clubs, leagues and federations for distribution via the Embed Player within the OneFootball O&D Network, and all of the updates, software, and methods and functionality related to such audiovisual content, provided or made available to Yahoo or its Affiliates from OneFootball's video library pursuant to the Agreement.

"OneFootball Licensed O&O Content" means all content (regardless of format) that is not OneFootball Licensed O&D Content, received from creators, media outlets, blogs, players, clubs, leagues and federations, and all of the updates, software, and methods and functionality related to such content, provided or made available to Yahoo or its Affiliates pursuant to the Agreement.

"OneFootball Media Player" means one or more digital media players developed by or for OneFootball that are made available to users and which is used in the transmission, performance or playback of multimedia content so that the digital data that embodies the audio or audiovisual recording concerned can be perceived by and communicated to a user of such digital media player when used in conjunction with the aid of a machine or device.

"OneFootball O&D Network" means OneFootball's owned and distributed network where OneFootball Licensed O&D Content is shared with or made available to OneFootball O&D Publishers for broader reach and monetization outside of the OneFootball Properties.

"OneFootball O&D Publishers" means third party publisher partners who display OneFootball Licensed O&D Content on their platforms, including the Yahoo Network.

"OneFootball Properties" means the OneFootball mobile application(s) and its non-U.S. websites, and includes any additional, substitution, mirror, derivative, or successor sites or URLs at which such site(s) are located during the Term.

"Personal Data" has the meaning given to it in the GDPR.

"Personal Information" means any information about a user that: (a) can be used to identify, contact or locate a specific individual; (b) can be used in conjunction with other personal or identifying information to identify or locate a specific individual, including, for example, a persistent identifier, such as a customer number held in a "cookie" or processor serial number; or (c) is defined as "personal information", "personal data" (including Personal Data as defined in the GDPR) or sensitive or otherwise restricted information by applicable Laws, data privacy regulations, or schemes relating to the collection, use, storage and/or disclosure of information about an identifiable individual.

"Restricted Transfer" means a transfer of Personal Data controlled by OneFootball from OneFootball to Yahoo, in circumstances where such transfer would be prohibited by the GDPR in the absence of the SCCs.

"SCCs" means the Standard Contractual Clauses set out in the European Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as updated, amended, replaced or superseded from time to time by the European Commission.

"Teaser Content" means any portion of Licensed Content that: (a) is streamed from or reproduced on or within the Yahoo Network or OneFootball Properties, as the case may be; (b) consists of an excerpt of the Licensed Content (e.g., a headline, thumbnail photograph, audiovisual clip or summary) that is used for the purpose of promoting the availability of the Licensed Content on the Yahoo Network or OneFootball Properties, as the case may be; or (c) is directly associated, connected or linked to the Licensed Content from which that portion of Licensed Content was derived or links directly to a page location on the Yahoo Network or the One Football Properties, as the case may be.

"United States" means the United States of America, including Washington DC or any possession or territory of the United States of America.

“Yahoo Brand Features” means the trademarks, service marks, logos and other distinctive brand features of Yahoo as provided to OneFootball for use under this Agreement.

“Yahoo Licensed Content” means, collectively, content that is original content created or produced by Yahoo and all of the updates, software, and methods and functionality related to such content, provided or made available to OneFootball by Yahoo pursuant to the Agreement, and includes without limitation any and all audio and audiovisual materials, data, images, files, hypertext links, scripts and Enhancements provided or made available to OneFootball pursuant to the Agreement, and all Yahoo Teaser Content.

“Yahoo Network” means all of Yahoo’s or its Affiliates’ properties, software, platforms, products, applications, programs, services, communications, sites and pages accessible via any media or device, in each case, whether presently existing or later devised, that are developed in whole or in part by or for Yahoo or its Affiliates, or by third parties on behalf of Yahoo, including any of the foregoing that are co-branded or embedded or embeddable on third party sites, services or platforms. The term “Yahoo Network” also includes pages, accounts, or similar items on social media sites (including Facebook, X (formerly known as Twitter), TikTok and Instagram) that are programmed by or on behalf of Yahoo or its Affiliates.

EXHIBIT B

LINKS AND ATTRIBUTION ON SOCCER HUB*

Yahoo Soccer Hub

- a. OneFootball Brand Feature attribution on article pages (web and app): links to creator, club, or publisher partner site. OneFootball banner will not link off property.

9:41

Y!sports J

Soccer News Scores/Schedule



Yahoo Sports AM Rodgers done for season

Powered by **ONEFOOTBALL**

Y INDEPENDENT

Liverpool confirm stance on timescale to replace Jurgen Klopp as manager

OneFootball  1.8K Fri, Jan 26, 2024, 10:56 AM EST · 3 min read



Photo by The Independent

Liverpool will begin the search for a replacement manager immediately, but have issued a clear notice that work will be done behind the scenes with no public updates, to avoid distracting the team as they challenge for major honours this season.

Jurgen Klopp earlier announced he would be stepping down as head coach at the end of the current campaign, two years before his contract is due to expire.

Shortly afterwards, it was confirmed that Jorge Sampaio would also be leaving his role as sporting director, having only been appointed on a short-term deal in June, leaving a big turnover of senior staff for the Reds this summer.

Speaking at Klopp's press conference - due to be previewing the FA Cup tie against Norwich City this weekend, but actually only discussing the manager's impending departure - club CEO Billy Hogan explained the process Liverpool will now take.

"I wouldn't want to set an expectation [of when the appointment could be made]," Hogan said. "We'll ensure we've looked at all the data, done our due diligence and then we'll make a decision. I can't commit to a timeline, it'll go in the background and we'll do everything to make the right choice for this football club."

Y!sports Soccer News Finance Sports More  1.8K Fri, Jan 26, 2024, 10:56 AM EST · 3 min read



INDEPENDENT

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Powered by **ONEFOOTBALL**



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9:41

Powered by **ONEFOOTBALL**

Kalvin Phillips joins West Ham on loan from Manchester City

OneFootball  1.8K Tue, Jan 26, 2024, 11:02 AM EDT · 3 min read



Photo by OneFootball

West Ham United have completed the signing of Kalvin Phillips on loan from Manchester City until the end of the season.

The Hammers will reportedly pay the England

 103 comments   

- b. OneFootball branding on Embed Player (web only, not available on Yahoo mobile application): links to OneFootball.com.

The screenshot illustrates the seamless integration of OneFootball's brand features into the Soccer Hub experiences on the Yahoo Network. It shows how OneFootball's branding, including its logo and color scheme, is used to enhance user engagement through advertisements and video player interfaces across different platforms.

All other OneFootball Brand Features in the Soccer Hub experiences on the Yahoo Network will not link off to OneFootball website as our shared goal is to keep users in the Soccer Hub experience

c. Web Soccer Footer

Y!sports Search in Sports

NFL MLB NHL NBA WNBA NCAAF NASCAR Soccer Golf NHL MMA Yahoo Sports AM ...

Sports Fantasy Daily Fantasy

TRENDING Favorites

7:30PM TNT GSW (9-7) HOU (4-9) HOU -1.5, O/U 220.5

10:00AM LV (4-7) SF (8-3) SF -4.5, O/U 22.5

Soccer

- News
- Matches
- World Cup
- Premier League
- MLS
- NWSL

Powered by ONEFOOTBALL

Yahoo Soccer is powered by OneFootball, the ultimate destination for news, live matches, scores, highlights, and more.

NIKE FREE RN FAMILY 2017

Colts rookie Anthony Richardson could help you strike fantasy gold as a dual-threat QB, or he could be a disaster. And he's not the only player with a wide range of outcomes.

Boom or bust? These 7 players are the hardest to rank

Colts rookie Anthony Richardson could help you strike fantasy gold as a dual-threat QB, or he could be a disaster. And he's not the only player with a wide range of outcomes.

Bronny is 'doing extremely well' after cardiac arrest

Venus Williams blown out in 1st round of US Open

'I don't intend to come back the same player I was'

Bring the pain: Cowboys flex muscle in impressive debut

Top Leagues

- Premier League
- Champions League
- La Liga
- MLS
- Bundesliga
- Serie A

Top Clubs

- Arsenal
- Barcelona
- Crystal Palace
- Chelsea
- Liverpool
- Manchester City
- Manchester United
- Paris Saint Germain
- Real Madrid
- Tottenham Hotspur

FOX 14 TEN 5:20PM LAR

10 @ TEN 8 PIT -4.5, O/U

e's done in Tampa Bay, but wants to keep playing

- 4-time major winner Koepka leaving PGA Tour for LIV Golf venture
- Ketel Marte's walk-off single gives Dbacks their first NLCS win in Game 3
- Mary Lou Retton experiences 'scary setback' in pneumonia battle, still in ICU
- Commanders owner Snyder again refuses to testify
- Sources: Russell Westbrook to exercise \$47 million option to remain with...
- NBA All-Star Game was least-watched edition in history

Wemby Watch
Reaction, analysis and more

Around the NFL
What happened in Week 8

College football previews
What happened in Week 1

2023 Yahoo Fantasy Football
The latest insights and roster tips

Follow live: Wemby, Spurs take on Dončić, Mavericks
Yahoo Sports Staff

NFL Power Rankings: The door is open for a non-QB to win MVP
Yahoo Sports Staff

No. 1 Georgia looks to make modern CFB history with 3-peat
Yahoo Sports Staff

Week 2 sleepers: Under-rostered players worthy of your attention
Yahoo Sports Staff

Victor Wembanyama is already having a huge effect on the NBA's popularity

Can Michigan win it all this year?

Week 2 fades, busts: With Aaron Rodgers done, should you sit Garrett Wilson?

NBA 2023-24 predictions: a wild West and Wembanyama fever

The one that got away for all 32 NFL teams

No. 3 Alabama begins season with new offensive coordinator

Week 2 fantasy viewer's guide: Games to binge, stream and skip

d. Web Soccer Hub Co-branding

Top Soccer powered by ONEFOOTBALL

NIKE FREE RN FAMILY 2017

Soccer Powered by ONEFOOTBALL

Manchester City sign Argentine phenom: Who is Claudio Echeverri?

Shorts

MATCH HIGHLIGHTS

Nike Free RN Family 2017

Barcelona

England

More stories

Top Soccer

FINAL

10:00AM

FCB

NIKE FREE RN FAMILY

Soccer Powered by ONEFOOTBALL

Manchester City sign Argentine phenom: Who is Claudio Echeverri?

Match Highlights

Nike Free RN Family 2017

Barcelona

England

More stories

Top Soccer

FINAL

10:00AM

FCB

NIKE FREE RN FAMILY

e. Top Soccer Logo placement throughout Yahoo Mobile Application

The image displays three side-by-side screenshots of the Yahoo Top Soccer mobile application. Each screenshot shows a different screen with the 'Top Soccer' logo prominently displayed in the top left corner.

- Screenshot 1:** Shows the 'Leagues' tab selected under 'My Teams and Leagues'. It lists 'Premier League', 'La Liga', and 'MLS' with their respective logos and game details.
- Screenshot 2:** Shows the 'Trending' section with a large image of a soccer player in action and a headline about OneFootball's European Team of the Weekend.
- Screenshot 3:** Shows the 'Scores' tab selected under 'My Scores'. It lists matches for 'Tottenham Hotspur' vs 'Manchester City' (0-0), 'FC Dallas' vs 'San Jose Earthquakes' (5:30 PM ESPN), 'Sheffield Wednesday' vs 'Coventry City' (1-1 Final), 'Chelsea' vs 'Aston Villa' (0-0 Final), 'Bristol City' vs 'Nottingham Forest' (0-0 Final), and 'Eintracht Frankfurt' vs '1. FSV Mainz 05' (0-0, 43').

*The Parties acknowledge and agree that the foregoing mocks and “look-and-feel” are subject to modification which shall be mutually approved in writing (email or Slack message to suffice).

EXHIBIT C

LICENSED CONTENT

A. ONEFOOTBALL LICENSED CONTENT

Licensor	Provider Type	Syndication Status	Video	Text	Required Consent
AC Milan	Club	Cleared	Video	Text	Critical
AFC Ajax	Club	Cleared	Video	-	Critical
Anfield Watch	Creator	Pending	-	Text	Critical
Arsenal FC	Club	Pending	Video	-	Critical
Atalanta BC	Club	Pending	Video	-	Critical
Atletico Madrid	Club	Cleared	Video	-	Critical
Borussia Dortmund	Club	Cleared	Video	Text	Critical
Brentford FC	Club	Pending	Video	Text	Critical
Brighton & Hove Albion	Club	Pending	Video	-	Critical
CBF	Club	Pending	Video	-	Critical
Celtic FC	Club	Pending	Video	Text	Critical
Chelsea FC	Club	Pending	Video	-	Critical
Chivas	Club	Pending	Video	-	Critical
Club América	Club	Pending	Video	-	Critical
Club Brugge	Club	Pending	Video	-	Critical
Concacaf	Club	Pending	Video	Text	Critical
Crystal Palace F.C.	Club	Pending	Video	-	Critical
DFB	Club	Pending	Video	-	Critical
Eintracht Frankfurt	Club	Pending	Video	Text	Critical
FC Barcelona	Club	Pending	Video	-	Critical
FC Bayern München	Club	Pending	Video	Text	Critical
FC Porto	Club	Pending	Video	-	Critical
FC Red Bull Salzburg	Club	Pending	Video	Text	Critical
Federation Francaise de Football - FFF	Club	Cleared	Video	-	Critical
Football Espana	Creator	In	-	Text	Critical
Get French Football News	Creator	In	-	Text	Critical
Get German Football News	Creator	In	-	Text	Critical
Get Italian Football News	Creator	In	-	Text	Critical
Get Spanish Football News	Creator	In	-	Text	Critical

Inter Milan	Club	Cleared	▼	Video	Text	Critical
Juventus Football Club	Club	Pending	▼	Video	Text	Critical
LaLiga	Club	Pending	▼	Video	Text	Critical
Leeds United	Club	Pending	▼	Video	Text	Critical
Ligue 1 Uber Eats	Club	Pending	▼		Text	Critical
Liverpool FC	Club	Pending	▼	Video	-	Critical
Manchester City FC	Club	Cleared	▼	Video	Text	Critical
Newcastle United	Club	Pending	▼	Video	Text	Critical
OneFootball	OneFootball	Cleared	▼	Video	Text	Critical
Paris Saint-Germain	Club	Pending	▼	Video	Text	Critical
Portugal	Club	Pending	▼	Video	-	Critical
PSV Eindhoven	Club	Cleared	▼	Video	-	Critical
RB Leipzig	Club	Pending	▼	Video	-	Critical
Real Federación Española de Fútbol (RFEF)	Club	Cleared	▼	Video	-	Critical
Real Madrid	Club	Cleared	▼	Video	Text	Critical
Schalke 04	Club	Pending	▼	Video	Text	Critical
SempreMilan	Creator	Pending	▼	-	Text	Critical
The Football Faithful	Creator	In	▼	-	Text	Critical
The Mag	Creator	Pending	▼	-	Text	Critical
Tottenham Hotspur	Club	Pending	▼	Video	Text	Critical
Valencia CF	Club	Pending	▼	Video	-	Critical
Absolute Chelsea	Creator	Pending	▼	-	Text	
Adelaide United	Club	Pending	▼	Video	Text	
AlongComeNorwich	Creator	Pending	▼	-	Text	
Anfield Index	Creator	Pending	▼	-	Text	
AS Monaco	Club	Cleared	▼	Video	Text	
AS Saint-Étienne	Club	Pending	▼	Video	-	
Attacking Football	Creator	Pending	▼	-	Text	
avillafan	Creator	Pending	▼	-	Text	
Barca Universal	Creator	In	▼	-	Text	

BarcaBlog	Creator	Pending	-	Text	
Bologna FC 1909	Club	Pending	Video	Text	
Borussia Mönchengladbach	Club	Cleared	Video	Text	
Brasileirao Play	Club	Pending	Video	-	
Brummie Road Ender	Creator	Pending	-	Text	
City Report	Creator	Pending	-	Text	
City Xtra	Creator	Pending	-	Text	
Club Deportivo Guadalajara	Club	Pending	Video	Text	
CR Flamengo	Club	Pending	Video	-	
Daily Cannon	Creator	Pending	-	Text	
Empire of the Kop	Creator	In	-	Text	
Esteemed Kompany	Creator	In	-	Text	
FC Nantes	Club	Pending	Video	-	
Football Italia	Creator	In	-	Text	
Football Today	Creator	Pending	-	Text	
Football365	Creator	Pending	-	Text	
Friends of Liverpool	Creator	Pending	-	Text	
Get Belgian & Dutch Football News	Creator	In	-	Text	
Get Football News	Creator	In	-	Text	
Hayters TV	Creator	Pending	-	Text	
Ibrox Noise	Creator	Pending	-	Text	
<u>Juvefc.com</u>	Creator	In	-	Text	
K League	Club	Pending	Video	-	
Leeds United News	Creator	Pending	-	Text	
Miasanrot	Creator	Pending	-	Text	
Olympique de Marseille	Club	Pending	Video	-	
Olympique Lyonnais	Club	Pending	Video	-	
Palmeiras	Club	Cleared	Video	-	
Pitka.uk	Creator	Pending	-	Text	
PSG Talk	Creator	Pending	-	Text	

RomaPress	Creator	Pending	-	Text
RossoneriBlog	Creator	Pending	-	Text
S.C. Corinthians Paulista	Club	Pending	Video	-
Sampdoria	Club	Pending	Video	Text
Santos FC	Club	Pending	Video	-
<u>SempreInter.Com</u>	Creator	Pending	-	Text
Sheff United Way	Creator	In	-	Text
Shels TEST	Creator	Pending	-	Text
Squawka	Creator	Pending	-	Text
Stoke City FC	Club	Pending	Video	-
Stretty News	Creator	Pending	-	Text
The Celtic Star	Creator	Pending	-	Text
the Chelsea News	Creator	Pending	-	Text
The Laziali	Creator	Pending	-	Text
The Redmen TV	Creator	Pending	-	Text
Tigres UANL Monterrey	Club	Cleared	Video	-
To The Lane And Back	Creator	Pending	-	Text
TSG Hoffenheim	Club	Pending	Video	Text
Udinese Calcio	Club	Pending	-	Text
Under A Gaslit Lamp	Creator	Pending	-	Text
Villarreal CF	Club	Pending	Video	-
Wolves Fancast	Creator	Pending	-	Text
WSL Full-Time	Creator	Pending	-	Text

B. YAHOO LICENSED CONTENT

Yahoo original text and audiovisual content (e.g. articles and videos from Henry Bushnell covering MLS, USMNT, USWNT, and recent World Cup Competitions)

EXHIBIT D

CONSIDERATION

Definitions

"Advertising Revenue" means aggregate cash amounts collected and recognized as revenue under generally accepted accounting principles by Yahoo arising from the license or sale of Advertising, less a 20% sales and distribution fee, and net of cancellations, bad debt, refunds, rebates, bank fees, agency fees and commissions.

PART I: COMPENSATION FOR CONTENT WITHIN SOCCER HUB ON YAHOO

All advertising inventory (including, but not limited to, sponsorship sales) available in connection with the OneFootball ("OF") Licensed Content on the Yahoo Network shall be sold solely by Yahoo ("Y!").

All advertising sold by Yahoo is subject to a 20% sales and distribution fee to Yahoo ("COS") before any calculation of revenue share.

The following categories of content will power the content experience within the Soccer Hub and will be subject to the following revenue shares: Any revenue share owed to OneFootball partners (i.e., creators, publisher partners, football clubs) "Cost of Content" will be netted out: (a) after the COS is deducted and (b) before the Yahoo and OneFootball revenue splits, as illustrated below:

Content Type	Example	Rev Share to Partner (Cost of Content)	Y!/ OF Revenue Share (Shared after Cost of Content)	
			Yahoo Rev %	OneFootbal I Rev %
Yahoo Original [Text]	articles written by Henry Bushnell covering the USMNT	N/A - 0%	100%	0%
Yahoo Partner [Text]	articles from Yahoo licensor, The Independent	Varies but N/A as no revenue shared to OF	100%	0%
OneFootball Original [Text]	articles written by OF's editorial staff	N/A - 0%	30%	70%
OneFootball Partner [Text]	articles written by any OneFootball partner including creator (articles from CityXtra) and traditional publisher partners (articles from Evening Standard), and clubs (articles from Manchester City)	12%	50%	50%
Yahoo Original [Video]	videos created by Yahoo production teams	N/A - 0%	100%	0%

	featuring Henry Bushnell at the World Cup			
Yahoo Partner [Video]	videos created by partners such as NBC Sports covering EPL Highlights	Varies but N/A as no revenue shared to OF	100%	0%
Co-Produced [Video]	new, original video content co-created by OneFootball and Yahoo (see Co-Produced Content definition in Section 1.2.3)	N/A - 0%	50%	50%
OneFootball Original [Video]	videos created by OneFootball production teams	N/A - 0%	30%	70%
OneFootball Partner [Video]	videos created by any OneFootball partner including creators (limited volume, if any), traditional publisher partners (videos from Evening Standard), and clubs (videos from Manchester City)	Max. 50%	50%	50%

EXAMPLE OF ADVERTISING REVENUE SHARE CALCULATIONS FOR ILLUSTRATIVE PURPOSES ONLY:

TEXT on Y! Sports	Illustrative Consumption Split	Net Commission	Costs	Net of Costs	Shared After Costs of Content	
					Y! Rev Share	OF Rev Share
Y! Original [Text]	15%	\$420,000	0%	\$420,000	100%	0%
Y! Partner [Text]	5%	\$140,000	50%	\$70,000	100%	0%
OF Original [Text]	20%	\$560,000	0%	\$560,000	30%	70%
OF Partner [Text]	60%	\$1,680,000	8%	\$1,545,600	50%	50%
Total Text	100%	\$2,800,000		\$2,595,600	\$1,430,800	\$1,164,800

VIDEO on Y! Sports	Illustrative Consumption Split	Net Commission	Costs	Net of Costs	Shared After Costs of Content	
					Y! Rev Share	OF Rev Share
Y! Original [Video]	15%	\$180,000	0%	\$180,000	100%	0%
Y! Partner [Video]	5%	\$60,000	50%	\$30,000	100%	0%
Co-Produced [Video]	5%	\$60,000	0%	\$60,000	50%	50%
OF Original [Video]	0%	\$0	0%	\$0	30%	70%
OF Partner [Video]	75%	\$900,000	45%	\$495,000	50%	50%
Total Text	100%	\$1,200,000		\$765,000	\$487,500	\$277,500

Illustrative Totals

Yahoo!	\$2,918,300	Commission + Rev Share
OneFootball	\$1,442,300	Rev Share
Y! Partner	\$100,000	Costs
OneFootball Partner	\$539,400	Costs
Totals	\$5,000,000	

PART II: COMPENSATION FOR ONEFOOTBALL AD INVENTORY:

OneFootball Properties

During the Term, Yahoo will have the right, but not the obligation, to sell all advertising on the OneFootball Properties in the OneFootball Territory. All advertising sold by Yahoo will be subject to a COS before any revenue share is paid to OneFootball or its partners, regardless of the threshold defined below.

No revenue share will be allocated to Yahoo for the advertising sold up and until a One (1) Million Dollars (USD\$1,000,000.00) threshold has been met (net the COS). For every dollar above the One Million Dollar (USD\$1,000,000.00) threshold, Yahoo will receive a thirty percent (30%) Advertising Revenue share (remaining seventy percent (70%) retained by OneFootball). For any premium campaigns directly delivered on OneFootball, Yahoo will split 50%/50% net the COS, regardless of the One (1) Million Dollar (USD\$1,000,000.00) threshold.

OneFootball Ad Inventory	Rate	\$1,000,000	\$2,500,000	\$5,000,000
Y! Sold: Premium	50%	\$500,000	\$1,250,000	\$2,500,000
Y! Sold: Non-Premium	50%	\$500,000	\$1,250,000	\$2,500,000
A. Premium Ad Revenue		\$500,000	\$1,250,000	\$2,500,000
Y! Sales Commission	20%	\$100,000	\$250,000	\$500,000
Net of Sales Commission		\$400,000	\$1,000,000	\$2,000,000
Y! Rev Share	50%	\$200,000	\$500,000	\$1,000,000
OneFootball Rev Share	50%	\$200,000	\$500,000	\$1,000,000
Y! Sales Commission + Rev Share		\$300,000	\$750,000	\$1,500,000
OneFootball Rev Share		\$200,000	\$500,000	\$1,000,000
B. Non-Premium Ad Revenue		\$500,000	\$1,250,000	\$2,500,000
Y! Sales Commission	20%	\$100,000	\$250,000	\$500,000
Net of Sales Commission		\$400,000	\$1,000,000	\$2,000,000
OneFootball Threshold		\$400,000	\$1,000,000	\$1,000,000
Subject to Rev Share		\$0	\$0	\$1,000,000
Y! Rev Share	30%			\$300,000
OneFootball Rev Share	70%			\$700,000
Y! Sales Commission + Rev Share		\$100,000	\$250,000	\$800,000
OneFootball Threshold + Rev Share		\$400,000	\$1,000,000	\$1,700,000

PART III: COMPENSATION FOR YAHOO LICENSED CONTENT ON ANY ONEFOOTBALL PROPERTIES

- (a) For any Yahoo Licensed Content in text format that is English language content, syndicated to OneFootball in the Yahoo Territory, Yahoo will receive the same fixed CPM as the subcategory of One Football Licensed O&O Content providers that consists of creators publishing on OneFootball Properties.
- (b) For any audiovisual Yahoo Licensed Content syndicated to OneFootball in the Yahoo Territory, Yahoo will be treated as a OneFootball Licensed O&D Content provider and will receive an Advertising Revenue share of forty percent (40%) of OneFootball's net advertising revenue of any advertising delivered against this Yahoo Licensed Content on the OneFootball Properties.

PART IV: SOCIAL CHANNELS CONSIDERATION

- (a) OneFootball will grant Yahoo the right and access to sell OneFootball social sponsorships and integrations. Social sales sponsorships and integrations must be mutually approved and programmed in advance. Any Advertising Revenue driven by agreed upon sponsorship integrations sold by Yahoo Sports will be split 50/50 to OneFootball following the COS deduction.
- (b) During the Term of the Agreement, any Advertising Revenue driven by the monetization of the videos on the assigned OneFootball YouTube Channel, @onefootball, will be split pursuant to the following fee structure: 50% to Yahoo and 50% to OneFootball upon assignment of the @onefootball YouTube media handle ("YT Handle"), 60% to Yahoo and 40% to OneFootball if the number of subscribers of the YT Handles increases to 1M and 70% to Yahoo and 30% to OneFootball if the number of subscribers to the YT Handle increases to 1.5M.

EXHIBIT E

REPORTING

Reporting Metrics. Each Party shall provide the followings metrics to the other on a weekly basis or upon request:

For article level metrics:

- Content views – Pageviews to partner content (not inclusive of slideshows).
- Content Viewers – Number of unique viewers of partner content

For video level metrics:

- Video Streams - Number of times partner videos are played for 3 seconds or more
- Video Streamers - Number of unique video viewers
- Total Watched Minutes - Total watch time in minutes
- Minutes Per Streamer - Average watch time per unique video streamer

Demographic and device information:

- Broken down into how many users viewed content by device, and country for both article and video level metrics

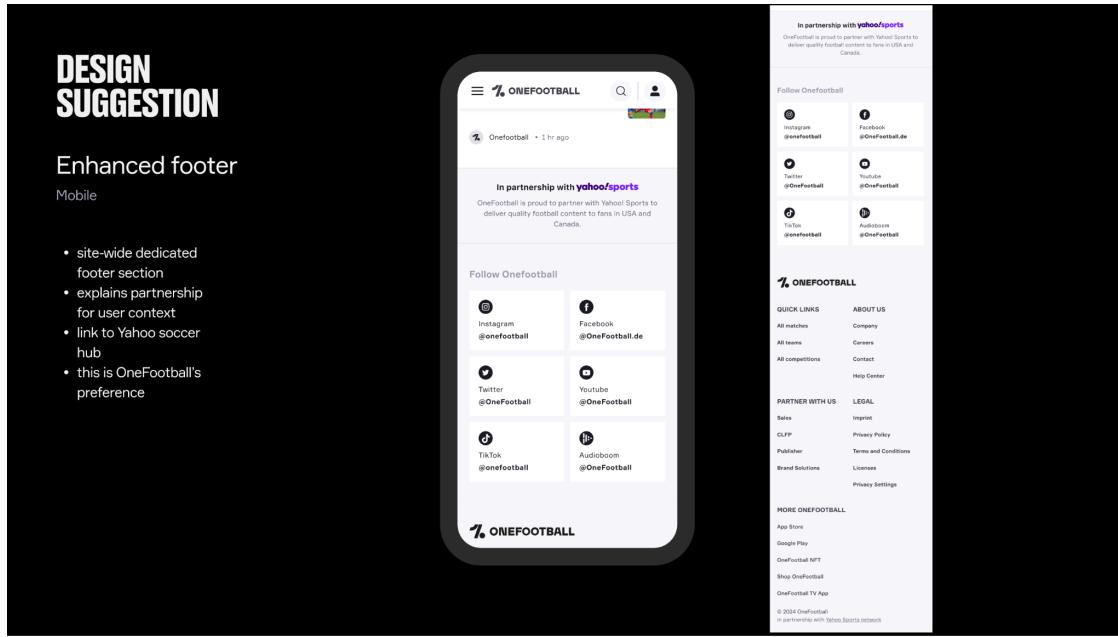
All reporting will be provided on a weekly basis and/or pursuant to a customized data range, narrowed to the partner brand and sub-brands (where applicable).

EXHIBIT F

BRANDING ON ONEFOOTBALL PROPERTIES

OneFootball Mobile Application

- a) Enhanced Footer
 - i) Site-wide dedicated footer section
 - ii) Include description of partnership for user context
 - iii) Link to Yahoo OneFootball Soccer Hub



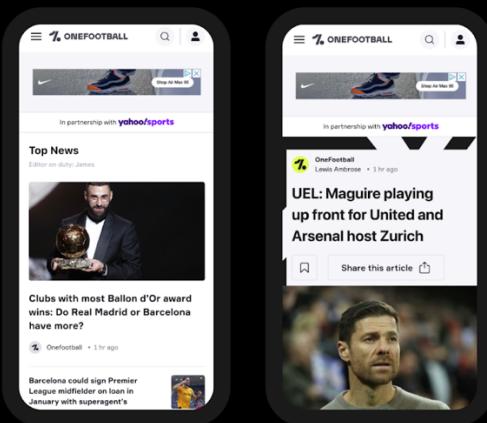
- b) Banner
 - i) Banner on homepage and article page (above the fold)
 - ii) Link to Yahoo OneFootball Soccer Hub

DESIGN SUGGESTION

Banner

Mobile

- banner on homepage and article page
- above the fold
- link to Yahoo soccer hub



OneFootball US Website

a) Enhanced Footer

- Site-wide dedicated footer Section
- Include description of partnership for user context
- Link to Yahoo OneFootball Soccer Hub

DESIGN SUGGESTION

Enhanced footer

Desktop

- site-wide dedicated footer section
- explains partnership for user context
- link to Yahoo soccer hub



An England XI based purely on form in 22-23: White, Smalling, Rashford...

OneFootball • 1 hr ago



Juventus boss Massimiliano Allegri "angry" after 2-1 defeat to PSG

OneFootball • 1 hr ago



Mikel Arteta: Bukayo Saka 'fine' after injury scare; Mo Elneny, Alex Zinchenko in full training

OneFootball • 1 hr ago



Ben Chilwell suffers hamstring injury weeks before World Cup

OneFootball • 1 hr ago

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b) Banner

- i) Banner on homepage and article page (above the fold)
- ii) Link to Yahoo OneFootball Soccer Hub

DESIGN SUGGESTION

Banner

Desktop

- banner on homepage and article page
- above the fold
- link to Yahoo soccer hub

c) Menu Flyout

- i) Menu only available on 'Teams' and 'Competitions' options
- ii) Has the impression Yahoo sponsors teams and comps

DESIGN SUGGESTION

Menu flyout

- Menu only available on 'Teams' and 'Competitions' options
- Has the impression Yahoo sponsors teams and comps

EXHIBIT G

YAHOO EDITORIAL GUIDELINES

To provide the most compelling, useful, and relevant news and commentary on the Web, Yahoo observes the following policies for the submission by its content partners of articles to be hosted on Yahoo. Some of these guidelines may also be embodied in the OneFootball's Strategic Alliance and Content License Agreement or other agreement ("CLA") with Yahoo. Yahoo expects OneFootball to adhere to the highest standards of editorial quality and ethics, including truthfulness, accuracy, objectivity, impartiality, fairness and public accountability. If OneFootball fails to meet any of the following standards in any article, video, or other piece of content, Yahoo reserves the right to take down that piece of content without notifying OneFootball. If OneFootball's own editorial guidelines conflict materially with any of the guidelines contained herein, OneFootball will notify Yahoo in writing.

Yahoo reserves the right to update these guidelines at its sole discretion at any time, and will provide written email notice of the material updates.

EDITORIAL CONTENT POLICIES

Archiving

Unless otherwise provided in the OneFootball's CLA with Yahoo, stories will be archived on Yahoo for the duration of the CLA.

Requirements for Article Content and Headlines

- OneFootball is expected to provide Yahoo with stories that meet or exceed the level of quality and relevance of those OneFootball offers on its own site.
- Hosted articles submitted to Yahoo by OneFootball must be full-text, bona fide news stories that are original to OneFootball. Article summaries, rewrites of wire stories, or articles containing extensive lists of headlines and/or references to other stories, should not be included in the feed to Yahoo, unless specifically addressed in OneFootball's CLA or otherwise requested or approved in advance by Yahoo editors.
- Each article must adhere to the highest standards of journalism and quality, including fact checking, copyediting and other standards of accuracy.
- Any articles containing errors (including spelling, grammar or fact) will be immediately removed, and may lead to suspension of partner content from Yahoo. Yahoo reserves the right to issue corrections.
- Sourcing in stories must be clear and verified.
- All articles must be timely and relevant. In the case of evolving stories, Yahoo expects OneFootball to send updated stories, images and video as soon as OneFootball has such materials.
- OneFootball must not have a conflict of interest or financial motive in the article or video. Any financial interest, ownership or other conflict in the subject of an article must be clearly disclosed.
- OneFootball cannot try and will not be permitted to artificially boost its referral traffic or otherwise "game" the Yahoo system, including on the quote pages of heavily trafficked tickers

(such as by providing multiple stories on a single data point or articles only tangentially related to that ticker).

- Headlines must accurately reflect the content of the story. The headline should contain only the article's actual headline, not OneFootball's name or any other branding.
- All headlines (for externally linked headlines and hosted article content) may include Teaser Content as part of the feed. Teaser Content, which is defined in the CLA, may include a summary of what the article is about and can be in plain text, up to 300 characters, including spaces.
- Each article must include all referenced assets (videos, infographics, etc.) and all assets must be clear and legible. Photos must meet Yahoo's minimum size requirements.
- All articles sent through the feed should contain only those articles or externally linking headlines that are permitted under OneFootball's CLA.
- All content must be original to, and owned or controlled by, OneFootball. No third party content, including contributor content, may be sent through the feed to Yahoo, whether such content includes externally linking headlines or full-text hosted articles, unless expressly agreed to in OneFootball's CLA, or if a Yahoo editorial lead consents in writing to a particular submission.
- OneFootball may not violate the copyrights of third parties.
- Any briefs or summaries based on the work of another publisher may be permissible if and only if they contain significant original reporting that enhances the first source of the news.
- Hosted articles must not include or contain links that point to advertising, marketing or subscription content.
- Yahoo maintains the right to remove any story for violation of these Guidelines or whatever any reason.

New Content Must Be Approved by Yahoo

- All articles sent through the feed should contain only those articles or externally linking headlines that are the content described and permitted under OneFootball's CLA.
- OneFootball must obtain approval (email will suffice) for any new editorial product or class of content developed by OneFootball (defined as regularly published content beyond the scope of content defined in the CLA) or special feature before delivering to Yahoo in the feed of OneFootball Content. Yahoo reserves the right to reject any proposed new content, and if such a product is sent without Yahoo's approval or permission, Yahoo may reject such content or cut off OneFootball's inbound feed for all OneFootball Licensed Content.
- Please send an email to your Yahoo editorial and business development contacts (or to partnershipnotifications@yahooinc.com) at least two (2) weeks before the time that you would like to add new content types to the Yahoo feed. Include at least 5 different samples of the type of content as well as a full description of the subject matter, origin or source, length, and volume of the proposed new content.

Updates/Resubmissions/Corrections

- OneFootball will work with Yahoo to set up a kill format so that OneFootball can delete headlines automatically.
- An article or video should not be delivered to Yahoo and published therein more than once, unless requested by Yahoo.
- The number of updates allowed for a given article to be indexed to Yahoo will be limited to five. If an article is updated, OneFootball must ensure that previous versions are removed from the feed and that Yahoo is displaying only the latest version of the article at all times.

- For major corrections, the time stamp may be updated when the article is resubmitted. Otherwise, the original time stamp of the headline should stay the same. Republishing articles or videos with no changes or with cosmetic changes for the sole purpose of updating the time stamp and moving the article or video back to the top of the quote page queue is prohibited. When detected, the article or video in question may be deleted from all pages where it is reindexed.
- OneFootball is responsible for deleting stories that have been transmitted in error and posted on Yahoo.
- If it is not provided in the OneFootball's CLA, OneFootball must give a technical contact to its Yahoo editorial or business contact. Yahoo will use this address to notify OneFootball when stories are not processed correctly.

Objectionable Content

The newsworthiness of a topic does not automatically entitle OneFootball to publish content on Yahoo that is gratuitously offensive to general taste or manners (e.g., extreme violence, racial epithets, strong language, nudity, sexism), should not be included unless it is necessary to an understanding of the issues being discussed in the article. Stories or videos that contain images or videos of graphic violence must be flagged for Yahoo's editors to be judged on newsworthiness.

Yahoo may reject content where objectionable material is gratuitously included or inappropriate for Yahoo's audience, such as content that is defamatory or biased on the basis of race, gender, sexual orientation or ethnicity; constitutes personal attacks on individuals or entities, or that contains profanity, nudity or crude, demeaning or gory materials. The treatment of important or controversial issues may sometimes require the inclusion of material that would otherwise be deemed offensive or inappropriate, but Yahoo requires that its partners exercise good judgment and good taste in the provision of content to Yahoo that will be published to Yahoo's broad audience.

EXHIBIT H

YAHOO BRAND GUIDELINES

Unless otherwise defined in this Exhibit, capitalized terms used in this Exhibit shall have the same meaning as set forth in the body of the Agreement and its other exhibits. "Yahoo Trademarks" means all trademarks, trade names, trade dress, product names, logos and other indicia which function as trademarks for Yahoo.

1. **General.** All Yahoo Trademarks will be used only as explicitly licensed by Yahoo, and only under the terms and conditions and for the purposes described in the agreement between the applicable Yahoo company and OneFootball to which this is attached (the "Agreement"). To the extent they may differ with the general terms below, the specific terms of the Agreement govern all use of the Yahoo Trademarks by OneFootball.
2. **Approval.** All specific uses of the Yahoo Trademarks must be approved in advance by Yahoo. In OneFootball's request for approval, OneFootball must also include complete samples of each proposed use. Yahoo will typically review the request and respond within five (5) business days, but is under no obligation to respond. OneFootball may not use the Yahoo Trademarks unless and until Yahoo has granted its specific approval and any and all conditions of such approval have been fulfilled by OneFootball.
3. **Appearance of Logos.** OneFootball will comply with any of Yahoo's detailed brand guidelines that have been provided to OneFootball. From time to time during the term of these Trademark Guidelines, Yahoo may provide to Vendor written guidelines as to the size, typeface, colors, and other graphic characteristics of the Yahoo Trademarks, which upon delivery to the Vendor will be deemed to be incorporated into the Agreement and into these Yahoo Brand Guidelines. Upon Yahoo's request, Vendor will promptly remove or replace any Yahoo Trademarks.
5. **Restrictions upon Use.** The Yahoo Trademarks will not be presented or used: a) in a manner that suggests that editorial content has been authored by, or represents the views or opinions of, Yahoo or any Yahoo personnel or affiliate; b) in a manner that is misleading, defamatory, libelous, obscene, infringing or otherwise objectionable; c) in connection with any material that infringes the trademark, copyright or any other rights of any third party; d) as part of a name of a product or service of a company other than Yahoo; or e) in a manner that infringes, derogates, dilutes, or impairs the rights of Yahoo in the Yahoo Trademarks. Yahoo shall have complete discretion to evaluate OneFootball's use and to decide whether that use violates any of the foregoing restrictions.
6. **Use for Yahoo's Benefit.** Any use of the Yahoo Trademarks will inure to the benefit of Yahoo. By using the Yahoo Trademarks pursuant to the Agreement, OneFootball acknowledges Yahoo's ownership of all

Yahoo Trademarks and warrants that it will not take any action which is inconsistent with Yahoo's ownership.

7. Ownership. OneFootball's use of any Yahoo Trademark does not confer or imply any ownership, goodwill, or other rights in the Yahoo Trademarks. OneFootball recognizes the unique value, goodwill, and secondary meaning associated with the Yahoo Trademarks. All rights, title, and interests in the Yahoo Trademarks and the goodwill pertaining thereto automatically vests in Yahoo, and at all times will remain owned by and in the name of Yahoo or one of the companies within the Yahoo umbrella of companies. OneFootball will not contest the validity of ownership of any Yahoo Trademarks by Yahoo or one of the companies within the Yahoo umbrella of companies, provided the foregoing shall not prohibit OneFootball from exercising any rights that it otherwise has available under applicable Laws. OneFootball will not, in any jurisdiction, adopt, use, register, or apply for registration of, whether as a corporate name, trademark, domain name, service mark, or other indication of origin, any trademark or any word, symbol, device, or combination thereof confusingly similar to any Yahoo Trademarks. OneFootball agrees that upon expiration or termination of the Agreement, OneFootball will immediately stop using the Yahoo Trademarks and promptly return to Yahoo all materials and inventory bearing the Yahoo Trademarks capable of being returned and shall delete all other materials and inventory bearing the Yahoo Trademarks except as otherwise required by applicable Laws.

8. Non-exclusive Remedy. OneFootball will make any changes to its use of the Yahoo Trademarks as are requested by Yahoo. This remedy is in addition to any other legal remedies to which Yahoo may be entitled in relation to OneFootball's use of Yahoo Trademarks.

9. Quality Assurance Standards. From time to time during the Term of the Agreement and once within six (6) months after the termination or expiration of the Agreement, under which OneFootball is granted the right to use the Yahoo Trademarks, Yahoo may inspect and audit OneFootball's use of the Yahoo Trademarks. Yahoo will provide OneFootball with reasonable notice prior to such audit and any such inspection and audit will be conducted during regular business hours. If an audit reveals any breach of the Trademark Guidelines or other instructions provided by the applicable Yahoo company or other agreement between OneFootball and the applicable Yahoo company concerning OneFootball's use of the Yahoo Trademarks, in addition to any other remedies Yahoo may have, Yahoo may terminate the Agreement and these Trademark Terms, effective immediately without any right to cure, and OneFootball will reimburse Yahoo for the cost of its audit, immediately cease all use of the Yahoo Trademarks, promptly recall, at OneFootball's cost, any materials bearing the improper use of the Yahoo Trademarks, and return to Yahoo any and all materials bearing the Yahoo Trademarks.

10. Non-compliance. Any and all non-compliance with this Exhibit or the Guidelines will result in Yahoo's right to revoke the license to use the Yahoo Trademarks.

EXHIBIT I

LIST OF COMPETITIVE SPORTS MEDIA COMPANIES

- ESPN
- Bleacher Report / Turner / WBD Sports
- CBS Sports
- Fox Sports
- NBC Sports
- The Athletic
- SB Nation / Vox
- USA Today
- Minute Media / Players Tribune
- Apple
- Amazon
- Google
- Barstool Sports
- The Ringer
- Overtime
- Sports Illustrated (with the exception set forth in Section 6.1.2)