

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”), is entered into and made effective as of January 12, 2026 (the “**Effective Date**”), by and between TWG Sports Ticketing Company, LLC, a Delaware limited liability company, with its principal place of business located at 227 W. Monroe St. #5000, Chicago, IL 60606 (“**Client**”), and The Speedshop LLC, a limited liability company, with its offices located at 1351 Discovery Drive, Prescott, AZ 86305 (“**Consultant**”). Hereinafter, Client and Consultant may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. WHEREAS, Consultant is a limited liability company duly formed under the laws of Arizona for the purpose of providing the types of services that are described in this Agreement and in the Statements of Works (“**SOW(s)**”) that are attached hereto or are hereafter agreed to by the Parties and made a part hereof (collectively, the “**Services**”); and

B. WHEREAS, Consultant has represented to Client that Consultant has the background, knowledge, experience, and qualifications to render the Services; and

C. WHEREAS, Client desires to retain Consultant to render the Services in accordance with the terms and conditions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing Recitals, and of the mutual promises, covenants, conditions, warranties, and representations set forth in this Agreement, and of the benefits to be derived by each of the Parties from this Agreement, the Parties hereto agree as follows:

1. Term of Agreement

The “**Term**” of this Agreement will commence as of the Effective Date and will continue until all SOWs entered into by and between the Parties pursuant to this Agreement have expired or been terminated, unless earlier terminated as provided below.

2. Services to be Performed by Consultant

(A) Consultant shall perform the Services and/or produce certain results and materials, in both tangible and non-tangible form (collectively, “**Deliverable(s)**”), pursuant to written SOWs which shall: (i) define the specific tasks to be performed by Consultant; (ii) provide a high level description of Deliverable(s), if any, to be provided by Consultant; (iii) set forth the price or other compensation to be paid or given by Client in consideration for the Services and Deliverable(s) (“**SOW Price**”); and (iv) set forth any additional terms and conditions agreed to by the Parties. SOWs, which are from time to time agreed to by the Parties pursuant to this Agreement, shall reference this Agreement and shall be executed by both Parties hereto with equal formality. In the

event of a conflict between the provisions of this Agreement and the specific provisions set forth in an SOW, the provisions of this Agreement shall control unless the SOW identifies the particular section in conflict and specifically states that the SOW will instead govern and control. Consultant shall make best efforts to complete each assigned task on or before the date specified in the SOW. The initial SOW is attached hereto as Exhibit A and incorporated herein by this reference. Each Deliverable will be deemed accepted if, within 10 days of its delivery to Client (or such other period agreed in the applicable SOW), Client does not reject it by sending Consultant written notice detailing the reasons for the rejection and reasonable modification guidelines; provided that acceptance of any individual Deliverable or component of a Deliverable shall not constitute acceptance of all completed Deliverables. Approvals given in writing by the Client Representative(s) named in the SOW shall be considered final and binding on Client. Verbal approvals or rejections shall be accompanied by written confirmation. Consultant is not liable for any delays caused by Client's action or inaction, on condition that Consultant immediately informs Client of the cause or reason for the delay and the impact on Consultant's ability to perform this Agreement. Such Client-caused delays that cause a material increase in the time to perform may result in an adjustment by Consultant in fees to the extent agreed upon in writing by Client with respect to a specific Client-caused delay.

(B) If Client requests a change(s) to any Deliverables, Client shall notify Consultant promptly in writing, and Consultant shall use reasonable commercial efforts to perform all changes that are feasible and do not materially increase the time and cost to perform. For all changes that are not feasible or that would materially increase the time and cost to perform, Consultant and Client shall negotiate in good faith to try to accommodate the changes, and any such agreement shall be memorialized in a written change order ("**Change Order**") executed by the Parties. Any failure of the Parties to agree shall not affect the performance or delivery of the Deliverables under this Agreement or any then-executed SOW.

(C) All Services shall be performed by Consultant and all of Consultant's personnel, agents, representatives, and contractors who will perform or assist in performing the Services (collectively, "**Consultant's Personnel**") in a timely and workmanlike manner, in accordance with the highest standards of the trade and profession, and in conformity with all applicable federal, state, and local laws, and the rules, regulations, and directives of any governmental agency having authority or jurisdiction over Consultant, Client, and/or the Services. Consultant represents and warrants to Client that all Work Product (as defined in Section 6(B), below), including Deliverables, but excluding Client's Property (as defined in Section 4), provided to Client will comply with (i) the requirements set forth in the applicable SOW, (ii) the documentation and specifications for that Work Product (including Deliverables), (iii) any samples or documents provided by Consultant to Client. Consultant represents and warrants to Client that all of Consultant's Personnel who perform or may perform the Services hereunder will have the necessary expertise, training, and experience to perform the Services as required herein. Because Consultant's Personnel will be given access to Confidential Information (as defined below), Consultant shall cause all Consultant's Personnel to enter into and comply with a Consultant Personnel Confidentiality, Intellectual Property Assignment and Arbitration Agreement (the "Consultant Personnel Confidentiality Agreement") in the form attached hereto as Exhibit B, and shall deliver to Client each such executed Consultant Personnel Confidentiality Agreement prior to the applicable Consultant's Personnel performing any services for Client on behalf of

Consultant. Client shall have the right to request that Consultant remove and replace any of Consultant's Personnel who engage in any conduct that is inconsistent with Client's policies and procedures and/or the applicable industry standards, practices, and procedures. Consultant shall not unreasonably refuse such request.

(D) Consultant shall be solely responsible for employing, training, supervising, and compensating all of Consultant's Personnel. Under no circumstances shall Client, Client's parent entity(ies) or owners, any of the foregoing's respective past, present, and future subsidiaries, related parties and affiliates, or entities managed or advised by any of them (collectively, the "**Client Entities**") be or be deemed to be the employer, co-employer, joint employer, partner, agent, or principal of Consultant or any of Consultant's Personnel. None of Consultant's Personnel shall receive any benefits which may be extended to employees of Client, including, without limitation, health insurance, disability insurance, pension and profit sharing benefits, or any other benefits. Nothing in this Agreement shall be construed to give any of Consultant's Personnel any authority (i) to represent that they are an employee of Client or any of the Client Entities, or (ii) to bind Client or any of the Client Entities with respect to contracts or representations or any other matters. Consultant shall be responsible, at its sole expense, for the payment of all of Consultant's Personnel's salaries, wages, benefits, and other compensation. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances which are applicable to its performance of the Services.

(E) Consultant shall be solely responsible for all aspects of the Services to be provided by it hereunder, including, without limitation, all of the equipment, hardware, software, and other materials that it or Consultant's Personnel will need in order to perform the Services, unless otherwise stated in the applicable SOW.

(F) Prior to incorporating or using any Third Party Source Code (as defined below) in the Work Product (including Deliverables), Consultant shall first notify Client and provide Client with a copy of the applicable license terms applicable to that open source software. The use of all Third Party Source Code by Consultant with respect to any of the Work Product shall be subject to Client prior's written approval. Client shall have the right to require that Consultant comply with Client's policies, practices, and procedures regarding the use of any Third Party Source Code. For purposes of this Section, "**Third Party Source Code**" means all software or other material that is distributed as "free software," "open source software," source available, or under any other licensing or distribution terms for source code (including software licensed under the terms of the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License) and source code licensed under any other licensing terms, even those that do not meet or satisfy the Open Source Initiative's Open Source Definition. The Third Party Source Code listed in the SOW, when utilized under the associated open source licenses identified therein, is approved for use by Consultant. If Consultant incorporates any Third Party Source Code (whether provided on an open source, source available or other basis) into the Work Product that has not been pre-approved by Client in writing, but does or could (1) require the distribution of source code with the Work Product or require Client's proprietary source code to be made available when such is distributed or otherwise accessed or

made available to any third party, (2) restrict or impair in any way Client's ability to license or distribute the Work Product (to the extent owned or licensable by Client) pursuant to terms of Client's choosing, or (3) would impact or limit Client's ability to enforce Client's patent or other Intellectual Property Rights against anyone in any manner, then, without limiting Consultant's liability under this Agreement, at law or in equity, Consultant shall, upon Client's request, perform free of charge, all remediation measures requested by Client (including to 'rip and replace' the code at issue, re-write the code as substitute, functionally equivalent proprietary code, and pay for a proprietary license obtained by Client). Additionally, Consultant shall indemnify and hold Client harmless from and against all losses, damages, liabilities, harms, judgments, settlements, penalties, fines, awards, costs and expenses suffered or incurred by Client, any Client affiliate, or any other person or entity.

(G) Consultant acknowledges that software and other output created using generative AI tools are not copyrightable and may cause infringement. Consultant represents, warrants and covenants that Consultant has not used and will not use, and shall ensure Consultant's Personnel do not use, any generative AI tools in the performance of any of the Services. Without limitation, the foregoing includes a ban on use of GitHub's "Copilot" cloud-based artificial intelligence tool for autocompleting code.

(H) Consultant represents, warrants and covenants that Consultant has not incorporated and will not incorporate any screen scraping, data scraping, or other automated methods of information or data gathering ("**Screen Scraping Technology**") into any of the Work Product, and none of the Work Product, or any portion thereof, will contain any Screen Scraping Technology.

(I) Consultant represents, warrants and covenants that Consultant will not create, cause, or enable any Work Product to use, operate or interact with any third party service (including any cloud based service), software, data, or technology, in any manner that is or may reasonably be considered to be in breach or violation of the applicable license agreement, terms of service, terms of use, privacy policy, or other applicable contract or agreement or in violation of any third party rights. Without limitation, the prohibition under this paragraph includes creating Work Product that log-into a third party service for purposes of performing a ticket or pass transfer or other transaction outside of the service that, if performed inside of the service, is prohibited.

3. **Access to Client's Facilities**

Unless otherwise provided for in this Agreement, Consultant shall perform the Services at Consultant's place of business. When access to Client's principal place of business or any other property or facility owned, leased, and/or licensed by or to Client (collectively, "**Client's Facilities**") is required by Consultant in order to perform the Services, Consultant and all of Consultant's Personnel shall be subject to and shall comply with all of Client's policies and procedures in and around Client's Facilities, including, without limitation, Client's security procedures and workplace guidelines that are provided to Consultant. Consultant shall not interfere with any of Client's operations and/or any of the work being performed by Client's employees, suppliers, and contractors at Client's Facilities.

4. **Consultant's Equipment and Client's Property**

Unless otherwise specified by Client, Consultant shall supply all of the materials, tools, equipment, and software needed to perform the Services (collectively, “**Consultant's Equipment**”). Notwithstanding the foregoing, any materials, logos, names and other assets and collateral, tools, equipment, code, software, or other property furnished by Client to Consultant (collectively, “**Client's Property**”) shall remain the property of Client and shall be used by Consultant solely for the purpose of providing the Services. Consultant assumes all risks, and shall be responsible for all losses or damages, associated with its use of Consultant's Equipment and Client's Property. Any of Client's Property utilized by Consultant hereunder shall, at all times, be safely stored and properly maintained by Consultant. In accordance with the provisions of this Agreement, but, in any event, upon completion of the Services, Consultant shall return Client's Property to Client in the condition in which it was received by Consultant, except for reasonable wear and tear and except to the extent that Client's Property has been incorporated into the Deliverables or has been reasonably consumed in the performance of the Services.

5. **Confidential Information**

(A) Consultant hereby acknowledges and agrees that, in connection with the Services to be provided by it hereunder, it and Consultant's Personnel will have or will be given access to Confidential Information. For purposes of this Agreement, “**Confidential Information**” means any and all nonpublic information, in whatever form or state such information is maintained and/or conveyed, whether oral or written, that the Disclosing Parties (defined below), or any of them, treat and/or designate as being confidential or that a reasonable period under similar circumstances ought to know is confidential to any of the Disclosing Party in each case whether or not marked as “confidential” or “proprietary.” Confidential Information includes, without limitation, any and all trade secrets and/or confidential or proprietary information owned by or relating to operations and personnel of Client and each of their divisions, subsidiaries, parents, units, and affiliated entities, all of their current and former employees, and their respective owners (whether direct or indirect), stockholders, general partners, limited partners, members, directors, officers, employees, agents, representatives, direct or indirect partners, predecessors, principals, contractors, mortgagees or ground lessors, servants, trustees, beneficiaries, heirs, successors and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (collectively, the “**Disclosing Parties**”), including, without limitation, all reports and analyses prepared by Consultant pursuant to this Agreement; Client's customer, sponsor, vendor and supplier lists; business practices; details of agreements with customers, vendors, suppliers, and sponsors; business development and acquisition plans; marketing and pricing plans and strategies; budgets; financial forecasts; information regarding the personal lives of past, present, and/or future players and employees of the Disclosing Parties; information relied upon by the Disclosing Parties in making their decisions, whether regarding baseball operations, business matters, and/or personnel; the manner in which decisions are made by the Disclosing Parties; and background information regarding public disclosures made by the Disclosing Parties. Client's Confidential Information includes all Work Product and Deliverables, including the ideas therefor and trade secrets embodied therein. As used in this Agreement, the term “Confidential Information” includes, without limitation, (1) any and all computer codes, whether source codes, object codes, or otherwise, whether in machine-readable form, visually perceptible form, or otherwise, whether

reduced to writing or embodied in a magnetic, digital, or other medium, and serving any operation, application, or other function associated with the Client's IT systems and Electronic Communications Systems (as defined below), and any other technology, models, methods, algorithms, data analytics, training data, data collections, databases, or software; (2) all documentation in whatever form or manner such may be maintained, including, without limitation, all maintenance and user's manuals, descriptions, flow charts, and all information describing or relating to Client's Electronic Communications Systems; and (3) any materials and documents relating to or containing any of the aforementioned Confidential Information, whether in written, printed, photographic, magnetic, digital, or other medium, and including, without limitation, all tapes, cards, discs, sketches, drawings, reports, supporting documentation and notes, and all copies, reprints, and reproductions thereof. For purposes of this Agreement, "**Electronic Communications Systems**" includes, without limitation, Client's smartphones, tablets, laptops, desktop computers, computer workstations, file servers, e-mail, Internet and intranet access and usage (including e-mail addresses), voice mail, faxes, and all data, files, and programs that reside on or are transmitted through any of the foregoing.

(B) Any and all tangible materials containing Confidential Information, including, without limitation, any written or printed documents, video and audio recordings, whether analog or digital, photographs, films, videotapes, computer disks, or other digital storage devices, and any and all notes for and drafts of any written materials, whether written or produced by the Disclosing Parties or Consultant, shall also constitute and shall be deemed to be Confidential Information for all purposes hereunder.

(C) Consultant also agrees that the terms and conditions of this Agreement and any prior or future agreement between Consultant and Client or any Client Entity, including non-public information concerning the Services, are Confidential Information and subject to Consultant's obligations under this Section 5, and shall not be disclosed by Consultant to any third party other than as expressly permitted by this Agreement or required by law, or to Consultant's attorney, tax advisor, and/or financial advisor ("**Professional Advisors**"), provided that (1) Consultant discloses to any of Consultant's Professional Advisors only such information as necessary for the Professional Advisor to provide services to Consultant, and (2) each such Professional Advisor agrees to maintain the information as confidential.

(D) Confidential Information does not include information that Consultant can prove (1) was in the public domain prior to the Effective Date of this Agreement, (2) becomes publicly known through no act or fault of Consultant, (3) was known by Consultant prior to the Disclosing Parties' disclosure of such information to Consultant, and/or (4) was obtained by Consultant from a source other than the Disclosing Parties and other than (a) by breaching its obligations under this Agreement or (b) by the source's breach of any obligation of confidentiality that the source may have or have had to Client.

(E) Upon receiving Confidential Information, Consultant shall keep it in strict confidence and protect such Confidential Information using the same degree of care that it exercises with respect to its own confidential or proprietary information, but in no event less than a reasonable standard of care. Except as expressly authorized in writing by Client, Consultant shall not decompile, disassemble, modify, or reverse engineer any software or other product

constituting Client's Confidential Information, or perform any similar process upon such software, other product, or any portion thereof, in order to derive and/or appropriate for its own use the source code or source listings for such software, other product, or any trade secret or processes contained in such software, other product, or any portion thereof or for any other purpose, and shall not cause or permit any other person or entity to do so.

(F) All Confidential Information is and shall remain the sole and exclusive property of the Disclosing Parties, and the Disclosing Parties, alone, shall own and control all rights, title, and interest in and to any and all Confidential Information. By disclosing and/or providing Confidential Information to Consultant, the Disclosing Parties do not grant Consultant any express or implied rights, title, and/or interest in or to any Confidential Information and/or any intellectual property or personal rights held by the Disclosing Parties in such Confidential Information.

(G) Except as provided in this Agreement, Consultant shall not use any Confidential Information for its own purposes or for any purpose other than as directed by Client, and/or disclose and/or provide any Confidential Information to any third parties, without the prior express written permission of Client, which permission may be granted or denied by Client at its sole and absolute discretion.

(H) Consultant may disclose Confidential Information as required by any governmental, legislative, or judicial order, provided that Consultant shall give Client immediate notice of any such order prior to disclosing the Confidential Information and shall comply with any protective order (or equivalent) imposed on such disclosure.

(I) Consultant shall notify Client promptly upon learning of any unauthorized use and/or disclosure of Confidential Information, or of any other breach of this Agreement by Consultant and/or anyone else, and shall cooperate with Client in every way to assist the Disclosing Parties in regaining possession of the Confidential Information and to prevent any further unauthorized use of same.

(J) At Client's request, Consultant shall return all originals, copies, reproductions, and summaries of any Confidential Information, including, without limitation, any printed or recorded materials or documents containing Confidential Information (e.g., notes, drafts of written materials, recordings, etc.), whether such were provided to Consultant by the Disclosing Parties or produced by Consultant, or, at Client's option, Consultant shall destroy and certify the destruction of such materials or documents.

(K) Consultant acknowledges and agrees that its failure to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement may cause damage to the business relationships, business prospects, reputation, and/or effectiveness of the Disclosing Parties. Therefore, except as such disclosures are made in connection with the Services to be provided by Consultant hereunder, Consultant will not discuss any Confidential Information or any aspects of the Services with anyone who does not work for Client, and will not discuss any Confidential Information and/or the Services with any person or entity that does not have a direct association with the Services to be provided by Consultant hereunder.

(L) Consultant agrees that any breach or threatened breach of this Agreement due to the unauthorized disclosure or threatened disclosure by Consultant to any third parties of any Confidential Information, shall entitle the Disclosing Parties to obtain an ex parte restraining order, preliminary injunction, and permanent injunction (herein “**Injunctive Relief**”), without the requirement of posting a bond, against anyone in order to prevent the publication, disclosure, or any further disclosure, of any Confidential Information. Injunctive Relief may be sought in addition to any other remedies for a breach of this Agreement by Consultant.

(M) Since a public hearing to enforce any of the provisions contained in this Agreement may cause disclosure of Confidential Information contrary to the intent of the Parties, the Parties stipulate that, in the event that the Disclosing Parties seek court-issued Injunctive Relief rather than arbitrator-issued Injunctive Relief, the court file and record shall be sealed, and the court may issue a protective order prohibiting the disclosure of any of the Confidential Information or Confidential Materials, and limiting the disclosure of any other information obtained through discovery proceedings.

6. **Intellectual Property Rights**

(A) For purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

(1) “**Intellectual Property Rights**” shall mean and include copyright rights (including, without limitation, the right to use, reproduce, modify, create derivative works of, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the right to make, have made, use, import, offer for sale, and sell), trade secrets, moral rights, right of publicity, right of privacy, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction throughout the world. Without limiting the generality or scope of the foregoing, Intellectual Property Rights shall include, without limitation, copyright, patent, and trade secret rights in and to all Inventions.

(2) “**Invention(s)**” shall mean all inventions, ideas, discoveries, designs, developments, disclosures, and improvements (whether patented or unpatented), as well as any and all rights in any works of authorship or information fixed in any tangible medium of expression (whether or not protectable under copyright laws), including, without limitation, Deliverables, which are developed, made, or conceived by Consultant, solely or jointly, or in whole or in part, pursuant to this Agreement or any SOW, but shall expressly exclude Consultant Innovations (as defined below).

(B) Consultant hereby agrees that all Intellectual Property Rights in all Inventions, progress reports, technology, software, algorithms, models, processes, know-how, documentation, schematics, specifications, designs, business methods and other subject matter, whether or not embodied in or comprising Deliverables, which may be developed by Consultant in the course of

performing the Services (collectively, “**Work Product**”), shall, unless otherwise expressly agreed by the Parties in a written and properly executed document, be the exclusive property of Client. Consultant hereby irrevocably assigns and agrees to assign to Client all worldwide rights, title and interest in and to any and all Work Product and all associated records, such assignment to occur with respect to each Work Product at the time the Work Product is first conceived, made, derived, developed, written or created, and regardless of when the Work Product is first conceived, made, derived, developed, written, or created. To the extent any of the rights, title, and interest in and to Work Product cannot be assigned by Consultant to Client, Consultant hereby grants to Client an exclusive (even as to Consultant), royalty-free, transferable, assignable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit those non-assignable rights, title, and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Work Product. With respect to copyrightable works included in the Work Product, Consultant, for itself and on behalf of all of Consultant’s Personnel and affiliates, hereby expressly and presently transfers and assigns to Client all rights, title, and interest (including, without limitation, all Intellectual Property Rights) in and to such work, and Consultant, for itself and on behalf of all of Consultant’s Personnel and affiliates, hereby further expressly waives and relinquishes any and all moral rights and Intellectual Property Rights applicable to such work. To avoid any ambiguity or confusion as to the intent of the Parties, all Deliverables constitute Work Product, and all references in this Agreement to Work Product include Deliverables.

(C) Consultant, for itself and on behalf of all of Consultant’s Personnel and affiliates, hereby agrees that it shall not challenge, directly or indirectly, any right, title, or interest of Client in or to any Intellectual Property Right asserted by Client in any Work Product, including, without limitation, any Deliverable. Consultant, for itself and on behalf of all of Consultant’s Personnel and affiliates, hereby further agrees that neither it nor any of Consultant’s Personnel and affiliates will assert, directly or indirectly, against Client, its affiliates or authorized representatives any claim for infringement or misappropriation of any Intellectual Property Right in any way relating to any Work Product, including, without limitation, any Deliverable, except as otherwise provided in this Agreement.

(D) Consultant shall promptly inform and disclose to Client, in such form as Client requests, all information, details, and data pertaining to all Work Product, and Consultant shall cause Consultant’s Personnel to execute and deliver to Client such form of transfers and assignments and such other papers and documents as Client may reasonably request (collectively, “**Transfer Documents**”) to permit Client or any person or entity designated by Client to file in its name and prosecute patent applications, register copyrights and trademarks, and otherwise obtain and perfect all other Intellectual Property Rights in and to Work Product (collectively, “**Registrations**”), including, without limitation, the right to commence and maintain any legal action and to defend and recover any damages or other relief resulting from any infringement of the copyright, trademark, or patent rights in the Work Product. Client shall pay all reasonable costs incidental to the execution and delivery of all Transfer Documents and to effect Registrations. Any technology, software, documentation, schematics, specifications, designs, business methods, or other subject matter which may be developed by Consultant and Consultant’s Personnel under this Agreement and for which a Registration with respect thereto is made or obtained by Consultant during the performance of this Agreement shall be presumed to be the property of Client unless

Consultant can show conclusively by contemporaneous written or physical evidence that the subject matter of such Work Product or Registration (1) made no use of or did not result from access to Client's Confidential Information, and (2) did not arise from Consultant's or Consultant's Personnel's performance of the Services under this Agreement.

(E) Consultant represents and warrants that except for any Third Party Source Code, Client's Property, and Consultant Innovations incorporated into the Work Product, all Work Product, including all Deliverables, are and will be original works of Consultant and Consultant's Personnel to which Consultant has full right of itself and from Consultant's Personnel to grant the rights and make the transfers and assignments to Client described in this Agreement, and to otherwise perform its obligations under this Agreement, including this Section 6.

(F) If Consultant incorporates or permits to be incorporated any Intellectual Property Right relating in any way, at the time of conception, reduction to practice, creation, derivation, development, or making of the Work Product, to Client's business or actual or demonstrably anticipated research or development, but which were conceived, reduced to practice, created, derived, developed, or made by Consultant (solely or jointly), either unrelated to Consultant's work for Client under this Agreement or prior to the Effective Date, including, but not limited to, technology, technical documentation, inventions, algorithms, software, architecture, logic, navigation, computer programs, source codes, game engines, or other background and backend elements (collectively, the "**Consultant Innovations**"), into any of the Work Product or that is required to fully use and exploit the Work Product, then Consultant hereby grants to Client and Client's designees a royalty-free, transferable, assignable, perpetual, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit all patent, copyright, trade secret, and other Intellectual Property Rights relating to the Consultant Innovations. Notwithstanding the foregoing, and except for any Client-approved Third Party Source Code, Consultant agrees that Consultant shall not incorporate, or permit to be incorporated, any Intellectual Property Right conceived, reduced to practice, created, derived, developed, or made by others or any Consultant Innovations or any Consultant Innovations into any Work Product or cause any Work Product to need a license or any Consultant Innovations without Client's prior written consent in each instance.

7. **Consideration to Consultant**

(A) Each SOW shall specify the SOW Price for the Services, Deliverables, and other Work Product to be performed and delivered by Consultant pursuant to the SOW. The SOW Price to be paid by Client to Consultant pursuant to the applicable SOW shall cover all Services to be performed thereunder by Consultant and all rights, properties, uses, and privileges accorded by Consultant to Client thereunder and pursuant to this Agreement. Client shall not be obligated to pay or give Consultant any amount or compensation in excess of the SOW Price set forth in the applicable SOW unless otherwise agreed in writing. Unless different installments or intervals of payment are specified in this Agreement or in the applicable SOW, payment for the Services, including, without limitation, all Deliverables, shall be made within thirty (30) days after Client's valid receipt of a corresponding invoice. Payment does not constitute acceptance.

(B) Undisputed payments not received within thirty (30) days of the due date will accrue interest at the rate of 1.5% per month. In the event of a dispute regarding any invoice delivered hereunder, Client shall pay the undisputed amount(s) and may withhold only the amount that is in dispute. Client shall deliver to Consultant with payment of the undisputed amount written notice of any disputed amount, describing in reasonable detail the reason for the dispute, before the final deadline of the invoiced payment. The Parties shall work in good faith to resolve any disputed amounts within thirty (30) days of Consultant's receipt of Client's written notice of the dispute.

(C) Client shall be responsible for any and all applicable taxes, however designated, assessed against the Services provided under this Agreement, including, but not limited to, state and local income, privilege, excise, sales, and use taxes, and any taxes or amounts in lieu thereof paid or payable by Consultant, but excluding taxes based upon the net income of Consultant. Consultant shall list all taxes separately on its invoices.

8. Insurance and Indemnification

(A) Each Party shall obtain and maintain, throughout the Term, insurance in amounts sufficient to provide coverage for any demands, claims, suits, causes of action, whether at law or in equity, and/or liability, which may reasonably arise out of or result from the respective obligations of the Parties set forth within this Agreement, including, without limitation, the obligation to indemnify, defend, and hold harmless the other Party pursuant to the provisions of Section 8(B), below. Each Party shall provide evidence of such insurance to the other Party upon request.

(B) Each Party (as the "**Indemnifying Party**"), for itself and on behalf of its owners, shareholders, members, directors, officers, employees, representatives, agents, contractors, affiliated entities, heirs, successors, and assigns, shall indemnify, defend, and hold harmless the other Party and its owners, shareholders, members, directors, officers, employees, representatives, agents, contractors, affiliated entities, heirs, successors, and assigns (hereinafter individually and collectively referred to as the "**Indemnified Parties**") from and against any and all third-party demands, claims, suits, cause or causes of action, whether at law or in equity, costs, expenses and reasonable outside attorney's fees, and any liability whatsoever, to anyone for any damages and/or injuries whatsoever, including, without limitation, injuries to their persons, property, and/or reputation, arising out of, resulting from, or incident to (i) the Indemnifying Party's negligence (whether active or passive) or willful misconduct, (ii) any defects in or the failure of any products or services manufactured, sold, distributed, provided, and/or marketed by the Indemnifying Party or made available to anyone by the Indemnifying Party, (iii) the infringement of any patent, trademark, copyright, title, slogan, and/or other intellectual property rights by the Indemnifying Party, and (iv) the Indemnifying Party's breach of this Agreement and/or the failure of any warranties or representations given or made by it herein. Notwithstanding anything to the contrary in the foregoing, Consultant further agrees to indemnify, defend, and hold harmless Client, the Client Entities, and each other Client Indemnified Party from and against any and all claims, damages, liabilities, losses, and penalties, and all costs, fees and expenses associated therewith (including attorneys' fees and litigation expenses) arising out of or relating to Consultant's Personnel, including (i) any Consultant's Personnel's misconduct or breach of or failure to comply

with this Agreement or the Consultant Personnel Confidentiality Agreement, (ii) Consultant's failure to obtain an executed Consultant Personnel Confidentiality Agreement from each Consultant's Personnel, (iii) any bodily injury, death or damage to real or tangible personal property caused by the negligent or intentional act or omission or willful misconduct of any Consultant's Personnel, (iv) any claim that any Consultant's Personnel is an employee of Client or any of the Client Entities, and (v) any claim brought by or on behalf of any Consultant's Personnel (including, but not limited to, any claim for compensation or benefits, for amounts due for injuries or damages under workers' compensation or similar acts, or for discrimination, retaliation and/or harassment). The foregoing indemnity shall apply to any and all reasonable costs and expenses incurred by or on behalf of the Indemnified Parties in defending and/or preparing to defend against any such claims, suits, and/or liability. The choice of any counsel to defend any of the Indemnified Parties shall in all cases be selected by Client, and Client shall have the right to control any such defense.

(C) Promptly after receiving notice of the commencement of any action, suit, proceeding, or investigation in respect of which a claim for indemnification may be made hereunder, the Party that receives the notice will give written notice thereof to the Indemnifying Party; but the failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability or obligation that the Indemnifying Party may have to any of the Indemnified Parties except to the extent that the Indemnified Parties' failure to give the notice required herein materially prejudices the Indemnifying Party. Neither Party, as the Indemnifying Party, will enter into any settlement that imposes any liability on any of the Indemnified Parties without the prior written consent of the Indemnified Parties to be affected by the settlement.

(D) Except as expressly warranted in this Agreement and without limiting such warranties or any indemnification provisions herein, the Services, Deliverables and the Work Product are provided "AS IS." Neither Party will be liable to the other, whether in tort, contract, strict liability, or other claims in law or equity, for any indirect, incidental, special, statutory, consequential, exemplary or punitive damages arising out of this Agreement or any applicable SOW, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, loss of business opportunities, and damages to goodwill or reputation, regardless of whether either Party has been advised of such damages. Each Party's maximum liability to the other Party under any SOW, whether arising under claim of tort (including negligence), contract, or otherwise, will not exceed the total amount of consideration to be received by Consultant thereunder. The limitations and disclaimers on damages in this Section 8(D) do not apply to any of the following: (a) damages attributable to intentional torts, unlawful conduct, or gross negligence; (b) the indemnification obligations of the Parties pursuant to this Agreement, including Section 8(B); (c) damages attributable to Consultant's breach of its obligations with respect to Client's Property or Confidential Information; (d) misappropriation or infringement of a Client's Intellectual Property Rights; and (e) any negligence or more culpable conduct, fraud, intentional misrepresentation, or any claim or cause of action that cannot be limited or disclaimed as a matter of law.

(E) The obligations of both Parties created by this Section 8 will survive the expiration or termination of this Agreement.

9. **Compliance with Laws**

Consultant is and shall remain fully compliant with all applicable federal, state, county, and local laws, ordinances, regulations, and codes (including laws relating to the procurement of required permits, business licenses, and/or certificates), including in performing its obligations under this Agreement and any applicable SOW. Without limiting the foregoing, Consultant is and shall remain fully compliant with all applicable laws relating to the employment or engagement of Consultant's Personnel, including, to the extent applicable, the Affordable Care Act, health and safety, wages and hours (including the classification of independent contractors), taxes and withholdings, immigration, employment harassment, discrimination or retaliation, whistleblowing, and equal opportunity.

10. Termination

(A) Either Party shall have the right to terminate this Agreement by giving the other Party written notice of default if the other Party is in default of any of its obligations hereunder and such default either cannot be cured or, if it can be cured, has not been cured by the defaulting Party within ten (10) business days after its receipt of written notice of default. For purposes of this Agreement, but without limiting the scope or effect of the foregoing, Consultant shall be deemed to be in default hereunder if Consultant fails to deliver the Deliverables and/or Services in accordance with the specifications, requirements, and/or scheduled delivery date(s) set forth in the applicable SOW and/or fails to perform, or demonstrates or acknowledges that it will not be able to perform, any material term of this Agreement. Client shall be deemed to be in default hereunder if it wrongfully fails to pay Consultant undisputed fees. The written notice of default shall be given in accordance with the provisions of Section 15, below. In addition to the right to terminate this Agreement hereunder, the terminating Party shall have and retain all other rights and remedies available to it at law or in equity. A termination pursuant to the provisions of this Section 10(A) will become effective upon the expiration of the aforementioned period of ten (10) business days unless the defaulting Party cures the default during such time.

(B) Either Party shall also have the right to terminate this Agreement by giving written notice to the other Party, and may regard the other Party as being in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign. A termination pursuant to the provisions of this Section 10(B) will become effective five (5) days after the defaulting Party's receipt of notice of termination, unless the defaulting Party cures the default during the aforementioned five (5) day period.

(C) Notwithstanding any provision to the contrary contained in this Agreement and/or any SOW, and in addition to any rights and/or remedies that Client may have under this Agreement, whether at law or in equity, Client shall have the right to terminate any SOW, for cause or convenience, by giving Consultant thirty (30) days' prior written notice of termination. Consultant has no right to terminate for convenience any of this Agreement or a SOW.

(D) On the effective date of a termination, Consultant shall discontinue all Services and deliver to Client within the aforementioned time the results of Consultant's performance up to the

effective date of termination, including, without limitation, all Work Product (including, without limitation, all Inventions and Deliverables) in whatever stage of production such Work Product may be and in whatever manner, medium, or format such Work Product is fixed or maintained (including electronic). In the event of a termination, Client shall make, and Consultant shall accept, as full compensation and as Consultant's sole remedy for such termination, such payment as is stipulated in this Agreement and the applicable SOW for the Services performed by Consultant up to the effective date of termination that are not in bona fide dispute (including the First Payment as set forth in the first SOW), less any and all previous payments made by Client for such Services and Work Product, and Client shall then be released from all further payment obligations for Services provided and Work Product delivered under this Agreement.

(D) Except as expressly provided in this Agreement, the termination of this Agreement by a Party will not limit, waive, or in any way compromise any of such Party's rights, at law or in equity, against the other Party.

11. **Event of Force Majeure**

(A) For purposes of this Agreement, an "**Event of Force Majeure**" means any cause or event that is beyond the reasonable control of a Party and renders the performance of this Agreement by such Party (as the "**Affected Party**"), in whole or in part, commercially impracticable, illegal, or impossible, including, without limitation: (i) acts of God, natural calamities, or national emergencies; (ii) any diseases, plagues, famines, epidemics, pandemics, environmental contaminations, or health crises, including any declared by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), or any similar medical authorities, and any quarantines or extraordinary public security, health, or safety measures (e.g., shelter-in-place, stay-at-home, or social distancing directives); (iii) riots, wars, invasions, acts of foreign enemies, hostilities (whether war is declared or not), sabotage, acts or threats of terrorism, cyberterrorism, cyberattacks, computer viruses, DDoS attacks, software viruses, Trojan horses, worms, time bombs, or any other software programs or technology designed to disrupt or delay electromagnetic pulses, sonic attacks, civil wars, rebellions, revolutions, insurrections of military or usurped power, requisitions or compulsory acquisitions by any governmental or competent authority, or nationalization; (iv) any federal, state, and/or local law, rule, regulation, order, ordinance, mandate, sanction, restriction, or other act of any governmental body, agency, and/or authority having jurisdiction over the Affected Party; (v) any directive from Major League Baseball, including, without limitation, directives to suspend or delay the play of any spring training games, regular season games, and/or post-season games, or to delay or shorten spring training, the regular season, and/or the post-season; (vi) blockades, embargos, or sanctions; (vii) fires or explosions; (viii) atmospheric disturbances, earthquakes, excessive rain, hail, sleet, snow, floods, tidal waves, hurricanes, tornados, cyclones, lightning, droughts, natural disasters, or other extreme weather; (ix) interruptions or failures of electricity or utilities or material disruptions in the supply chain; (x) labor actions or work stoppages (including, without limitation, strikes, sympathy strikes, and lockouts); and (xi) any other events or circumstances not within the reasonable control of the Affected Party, whether similar or dissimilar to any of the foregoing.

(B) A delay in or failure of performance by a Party will not constitute a default by such Party, nor will such Party be held liable for any loss or damage caused to the other Party, if such delay, failure, loss, or damage is caused by an Event of Force Majeure. Neither Party will be entitled to the benefits of this Section 11 unless it gives reasonably prompt written notice to the other of the occurrence of the Event of Force Majeure that it believes permits a delay in the performance of its obligations pursuant to this Section 11; provided, however, that if the other Party is already aware of such an Event of Force Majeure, no such written notice will be required.

12. Relationship of the Parties

This Agreement does not create and shall not be construed as creating a partnership, joint venture, or any type of employment relationship between Client and Consultant. Neither Party is the agent of the other Party, nor is either Party authorized to make any representation, contract, or commitment on behalf of the other Party, or to otherwise bind the other Party in any respect whatsoever. Consultant represents and warrants that it has entered into this Agreement as an independent contractor and that it shall be and remain an independent contractor throughout the Term hereof.

13. Assignment

Consultant may not assign any rights or delegate any obligations under this Agreement, directly or indirectly (including, without limitation, by sale, merger, reorganization, or other business combination), in whole or in part, by operation of law or otherwise, without the prior written consent of Client, which consent may be withheld or granted in Client's sole discretion. Any assignment in violation of this provision shall be void and deemed a material breach of this Agreement.

14. Representations and Warranties by the Parties

(A) Each Party to this Agreement represents and warrants to the other as follows:

(1) Such Party has the power to execute, deliver, and perform this Agreement in accordance with its terms;

(2) Such Party's execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of said Party, have received all required governmental approvals, and do not and will not violate any provision of law or conflict with, or constitute a default under, any agreement or other instrument by which such Party is bound; and

(3) This Agreement, when executed by the undersigned on behalf of such Party, will constitute the valid and legally binding obligation of such Party, enforceable in accordance with its terms.

(B) Consultant further represents and warrants to Client that as follows:

(1) The Deliverables and other Work Product (but excluding any Client's Property) provided or made available by Consultant do not and will not infringe or misappropriate the Intellectual Property Rights of any third party. In addition, the Services provided by Consultant under this Agreement do not and will not infringe, misappropriate or otherwise violate the Intellectual Property Rights of any third party. The Services, Deliverables and other Work Product, and the media on which the Services, Deliverables and other Work Product are performed and/or delivered (i) will be free of viruses, Trojan horses, trap doors, backdoors, Easter eggs, logic bombs, worms, time bombs, cancelbots, and/or other computer programming routines that may potentially damage, interfere with, intercept, disable, deactivate, or expropriate any of Client's or any user's information system(s), and (ii) except as expressly authorized by Client as set forth in, and in accordance with, this Agreement, will not utilize, and no deliverable in connection with the Services will include, any open source software or other third party software or any confidential information, trade secrets or other intellectual property of any third party.

(2) Consultant will (a) use efficiently the resources and services necessary to provide the Services, and (b) perform the Services in the most cost-effective manner consistent with the required level of quality and performance.

(3) Consultant will, before delivery to Client, screen each Deliverable provided or made available by it to Client hereunder or used by Consultant (or any Consultant's Personnel) in performance of the Services and will use industry-standard anti-virus software programs for the purpose of avoiding the introduction of any "virus" or other computer software routine or hardware components which are designed to disable or damage hardware or damage, erase, or delay access to software or data.

(4) Neither Consultant nor any Consultant's Personnel is subject to any obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking a relationship with Client. Consultant's and Consultant's Personnel's performance of the Services does not and will not violate any applicable law, rule, or regulation or any proprietary or other right of any third party. Neither Consultant nor any Consultant Personnel's will use in the performance of the Services any confidential information or trade secrets of any other person or entity. Consultant has not entered into and will not enter into any agreement (whether oral or written) that conflicts with this Agreement.

(C) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.

15. No Publicity or Disparagement

Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall not use Client's Intellectual Property Rights Marks, including, without limitation, Client's name or logos, in any manner whatsoever during or after the Term of this Agreement without the prior, express written permission of Client, which permission may be granted or denied by Client at its sole and absolute discretion. Without limiting the scope or generality of the foregoing, Consultant specifically represents, warrants, and agrees that it shall not publicly refer to Client by name as a customer or client, or otherwise publicize its association with Client, in any manner, including, without limitation, in any press release, public announcement, marketing or sales presentation or brochure, deck, broadcast or print advertisement, online advertising, or on its web pages, without the prior, express written permission of Client, which permission may be granted or denied by Client at its sole and absolute discretion. Consultant shall not make any oral or written statement that defames or places in a false light or, even if true, disparages or places in a negative light any of the Client or Client Entities; any of their respective businesses; any of their respective current or former managing partners, officers, directors, or managers, employees, members/stockholders, direct or indirect owners, assigns, and successors, whether or not any such individual leaves the Client Entity; or the reputation of any of the foregoing persons or entities (in each case, individually and collectively, and where applicable, in their individual and representative capacities). This Section does not prohibit Consultant from speaking with law enforcement, any other government agency, or an attorney retained by Consultant, in each case without advance notice to Client.

16. Notices

Except as otherwise provided in this Agreement, all notices, consents, requests, and instructions to be given, payments to be made, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this Agreement (collectively, "**Notices**") will be sent by prepaid first class mail, by a commercially recognized delivery service (e.g., DHL, FedEx, or UPS), by electronic mail (e-mail), or hand-delivered, to the addresses set forth below. Any such Notices will be deemed to have been given or delivered: (a) forty-eight (48) hours after posting, if sent by first class mail, (b) on the third (3rd) business day after the Notice is sent via a commercially recognized delivery service, (c) when received, if sent by e-mail, provided that in the case of e-mail, each Notice will be confirmed within one (1) business day by dispatch of a copy of such Notice pursuant to one of the other methods described herein and auto-replies and bounce-back messages do not count as received, or (d) when delivered, if delivered by hand.

To Company: Royce Cohen
1000 Vin Scully Avenue
Los Angeles, California 90012
Telephone: (267) 393-2029
E-mail: RoyceC@ladodgers.com

Copy to: TWG Sports Ticketing Company, LLC
% Franklin Monroe Administrative Services
227 W. Monroe Street, #5000
Chicago, IL 60606

To Consultant: The Speedshop LLC
1351 Discovery Drive
Prescott, AZ 86305

17. No Waiver of Rights

The failure of either Party to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in this Agreement will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty. The various rights, powers, and/or remedies of any Party hereto or herein contained will not be considered as exclusive of, but will be considered cumulative to, any rights, powers, and/or remedies now or hereafter existing at law or in equity and/or created by this Agreement.

18. Provisions Severable

The provisions of this Agreement are severable, and if any one or more of these provisions is held to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions will be and remain binding and enforceable.

19. Headings

The section headings in this Agreement have been provided solely for convenience of reference and are not a part of, nor are they intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

20. Dispute Resolution

(A) Mandatory Arbitration of All Disputes. This Section shall be governed by and interpreted in accordance with the Federal Arbitration Act. The Parties agree that all Covered Disputes (as described in Section 20(b)), including any controversy, claim or dispute arising under or relating in any way to this Agreement, the Services and/or the Deliverables, will be submitted exclusively first to mandatory mediation and, if unsuccessful, to mandatory binding arbitration in Chicago, Illinois or another agreed-upon location. All such controversies, claims, and disputes shall be governed by the laws of the state of Delaware, without regard to choice of law principles. The Parties agree that the American Arbitration Association (“AAA”) shall be the exclusive provider for all arbitrations, and the Parties agree not to file, institute, or maintain any arbitration other than with the AAA. The arbitration will be governed by the American Arbitration Association Commercial Arbitration Rules and Mediation Procedures (“AAA Rules”), except as they are modified by this Section 20. The AAA Rules are available at www.adr.org. Unless otherwise agreed by the Parties, the arbitration will be submitted to a single arbitrator selected in accordance with the AAA Rules. This Section shall survive any termination of this Agreement and shall apply to all disputes and claims, whether they arise or are asserted during or after the termination of this Agreement.

(B) Covered Disputes. Except as set forth below, this Section shall apply to: (i) all disputes and claims of any nature that Consultant may have arising out of or in any manner relating to this Agreement, the Services and/or the Deliverables against the Client, any of the Client Entities or any of the Client Representative(s), including all statutory, contractual, and common law claims; (ii) all disputes and claims of any nature that Client may have arising out of or in any manner relating to this Agreement, the Services and/or the Deliverables against Consultant; and (iii) all disputes concerning the validity, enforceability, or applicability of this Section to any particular dispute or claim (collectively, the “Covered Disputes”). This Section does not apply to disputes that are expressly excluded from arbitration by statute. Nothing in this Section affects Consultant’s right to file a charge with, make a complaint to, or participate in an investigation or other proceeding with any government agency or authority (it being understood that Consultant must fully comply with the requirements of the applicable government agency or authority in order to do so).

(C) Waiver of Class, Collective, and Representative Actions. To the fullest extent permitted by law, the Parties waive any right or authority to have any Covered Dispute heard as a class, collective, or representative action. The Parties must bring any such dispute in an individual capacity, and not as a plaintiff, “opt-in,” or class member in any purported class, collective, or representative proceeding. The arbitrator may not join or adjudicate the claims or interests of any other person in the arbitration proceeding, nor may the arbitrator otherwise order any consolidation of actions or arbitrations or any class, collective, or representative arbitration..

(D) Confidentiality of Proceedings. Consultant and Client agree that the resolution of the Covered Disputes likely would involve information that each considers sensitive, personal, confidential, and/or proprietary and that it is in each party’s interest to resolve the Covered Disputes in a nonpublic forum. Accordingly, Consultant and Client agree that all information regarding the Covered Dispute or arbitration proceedings, including the arbitration award, will not be disclosed by Consultant, Client, any arbitrator, or the AAA to any third party without the written consent of both Parties, except to the extent otherwise provided by applicable law.

(E) Action to Compel Arbitration; Injunctive Relief Pending Arbitration. Either Party may bring an action in any court of competent jurisdiction to compel arbitration under this Section and to enforce an arbitration award. Notwithstanding this Section, the Parties may seek any injunctive relief (including without limitation temporary and preliminary injunctive relief) necessary in order to maintain (or restore) the status quo and/or to prevent the possibility of irreversible or irreparable harm during the pendency of any arbitration, including but not limited to pursuant to Section 5(L)-(M).

21. Costs and Attorneys' Fees

If either Party to this Agreement brings an action to enforce its rights hereunder, the prevailing Party will be entitled to recover its actual costs and expenses, including, without limitation, legal interest thereon, and reasonable attorneys' fees incurred in connection with such action.

22. Governing Law

This Agreement and the rights and obligations of the Parties hereto will be governed by and construed in accordance with the laws of the State of Delaware and any applicable federal law without regard to choice of law rules.

23. Entire Agreement

(A) The Parties hereto intend this Agreement to be the final expression of their understanding and agreement with respect to the subject matter hereof and a complete and exclusive statement of the terms thereof. Accordingly, this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the Parties hereto with respect to the subject matter hereof. No draft, or any addition, deletion, revision, change, or other alteration in or to any draft, of this Agreement prepared prior to the execution of this Agreement ("**Prior Draft**") will be referred to by any of the Parties hereto in any action or lawsuit in which the construction, interpretation, or meaning of this Agreement is in dispute, nor will any Prior Draft otherwise be used for purposes of construing or interpreting any of the terms, provisions, or language of this Agreement in adjudicating or otherwise resolving any such action or lawsuit. The Parties acknowledge and agree that no Party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

(B) Any rules of law (including California Civil Code section 1654) or legal decisions that would require that any ambiguities in this Agreement be interpreted against the Party that drafted it are not applicable and are hereby waived by the Parties.

(C) Consultant acknowledges and agrees that Client has made no promises, covenants, representations, or warranties to it other than the promises, covenants, representations and warranties contained herein, and further acknowledges and agrees that it has not received, relied upon, or been induced to enter into this Agreement by any promises, covenants, or representations other than the ones set forth herein.

(D) This Agreement may only be amended by a writing that both identifies itself as an amendment to this Agreement and is executed with equal formality by the Parties.

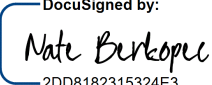
(E) For the convenience of the Parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. Either Party may scan, e-mail, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of an executed version of this Agreement that is produced from such an electronic format will be legally binding upon the Parties and equivalent to the original for all purposes. The Parties agree that an Electronic Signature (as defined below) of a Party affixed to this Agreement shall be as valid as an original signature of such Party thereto, and shall be effective to bind such Party to this Agreement. The Parties further agree that an executed version of this Agreement that bears an Electronic Signature from one or both of the Parties shall be deemed to (i) be “written” or “in writing,” (ii) have been signed by the Parties, and (iii) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Paper copies or “printouts” of such electronic files, if introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of an executed version of this Agreement that bears an Electronic Signature from one or both of the Parties on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, the term “**Electronic Signature**” shall mean (i) a manually produced original signature that is affixed to this Agreement via electronic means, and/or (ii) a signature that is generated and affixed to this Agreement via electronic program (e.g., DocuSign, Adobe Acrobat signature function).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

THE SPEEDSHOP LLC
an Arizona limited liability company

TWG SPORTS TICKETING COMPANY, LLC
a Delaware limited liability company

By 
Nate Berkopec
Authorized Signatory

By _____
Royce Cohen
Authorized Signatory

EXHIBIT A

Statement of Work #1

This Statement of Work #1 (“**SOW**”) is entered into as of January 12, 2026 (“**SOW Effective Date**”), pursuant to and in accordance with the Master Services Agreement (the “**Agreement**”) that was entered into and made effective as of January 12, 2026, by and between TWG Sports Ticketing Company LLC (“**Client**”) and The Speedshop LLC (“**Consultant**”). This SOW, and all of the Services and Deliverables that Consultant provides to Client hereunder, shall be subject to and governed by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined herein shall have the meanings prescribed to such terms in the Agreement.

SERVICES AND DELIVERABLES

Speedshop shall provide consulting services:

- * Ruby on Rails performance monitoring and roadmap management.
- * Automated alerts, monitors and dashboards for Rails application performance.
- * Written reports on the performance and scalability of the application.
- * Code contributions ("pull requests") fixing web application performance issues.
- * "Pull request reviews" for performance-related changes.
- * Asynchronous chat with Speedshop.
- * Synchronous calls with Speedshop.
- * Additional work beyond the above services can be done at a rate of \$300/hr, with mutual agreement between the parties as to scope and details of work.

Deliverables:

- * Pull requests and other code contributions
- * Alerts, monitors, and dashboards in Client's monitoring tools

All work will be performed remotely.

Consultant ↔ Client Primary Contacts

The following individuals should be considered the primary point(s) of contact (collectively, the “Primary Contacts”) for Client and Consultant, respectively:

For Client the Client Representative(s) shall be:

- Kyle Bragger – kyle.bragger@rightshelper.com

Client may update and/or change the nominated Client Representative(s) at any time upon advance written notice to Consultant.

For Consultant:

- Nate Berkopec – nate.berkopec@speedshop.co

SOW PRICE & PAYMENT SCHEDULE

- The total cost to Client to deliver the Work Product based on this SOW is \$3,000/month (the “SOW Price”), which shall be paid as follows:
 - \$3,000 per month, invoiced at the end of the month
 - Invoices will be paid within 15 days of receipt by Client
 - However, for January 2026, the SOW Price shall be pro-rated and equal \$1,936.00.
- Client will be solely responsible for incurring any and all costs related to any infrastructure, servers, hosting, and/or hosted software (collectively, “Paid Infrastructure”) required to deploy and host the Work Product. Consultant will make every reasonable effort to minimize the costs associated with the Paid Infrastructure. Client will also be responsible, at Consultant’s direction, for signing up for and/or provisioning Paid Infrastructure accounts.

Execution of this SOW

This SOW, when fully executed by the Parties, shall be incorporated into and made part of the Agreement. By executing this SOW, each Party acknowledges that it has read and understands, and agrees to be bound by, each of the terms and conditions set forth in this SOW and in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be duly executed as of the day and year first above written.

THE SPEEDSHOP LLC
an Arizona limited liability company

By 
Nate Berkopec
Member

TWG SPORTS TICKETING COMPANY, LLC
a Delaware limited liability company

By _____
Royce Cohen
Authorized Signatory