

2022 TERMS AND CONDITIONS OF CREDENTIALS FOR PROFESSIONAL DEVELOPMENT LEAGUE EVENTS

THIS CREDENTIAL IS A REVOCABLE LICENSE AND MAY BE REVOKED AT ANY TIME WITHOUT CAUSE.

Each individual or entity signing for or using a credential, including his/her/its employers and employees (each, a "Bearer") for games, exhibitions, workouts, activities and events associated with the Professional Development Leagues ("PDL") (collectively, the "Events") agrees to the terms and conditions available at <u>www.mlb.com/tac</u> (the "Agreement"). Key terms of the Agreement are summarized below (the "Key Terms"). In the event of any conflict between the Agreement and the Key Terms, the Agreement controls.

1. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. BEARER AGREES TO (a) ASSUME ALL RISKS ASSOCIATED WITH COVID-19 AND OTHER COMMUNICABLE DISEASES, AND (b) COMPLY WITH ALL RELATED HEALTH & SAFETY POLICIES OF THE APPLICABLE PDL CLUB AND BALLPARK OWNER/OPERATOR. BY USING THE CREDENTIAL, BEARER IS DEEMED TO HAVE GIVEN FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

2. Bearer represents that they are acting on a specific media assignment approved in writing by MLB Professional Development Leagues, LLC ("MLB PDL").

3. Use of photographs, images, videos, audio, livestreams or other accounts or descriptions (including play-by-play data) (whether text, data or visual), in any media, of all or any part of the Events or related events ("Event Information") for non-news coverage or commercial purposes is prohibited, except as otherwise approved in a MLB PDL-authorized written agreement.

4. While Events are in progress, (a) Bearer shall not transmit or display video, audio, pictures, photographs or other non-text accounts or descriptions of Events in any media and (b) other Event Information may not be transmitted more than once every half-inning of play.

5. The MLB Entities (as defined in the Agreement) own all proprietary rights in the Event and Event Information, except for Bearer's rights expressly set forth in the Agreement or another MLB PDL-authorized written agreement.

6. FOR PHOTOGRAPHERS: This credential confers on Bearer a non-exclusive and non-transferrable license to take photographs of Events for use in connection with news coverage of Events by the entity that engaged Bearer.

7. While within the host ballpark ("Ballpark"), Bearer is subject to the policies, procedures, directions and/or supervision of the host PDL club, MLB PDL and/or the ballpark owner/operator or their designated agents, including, without limitation, policies and protocols regarding security, bags and health & safety.

8. Bearer assumes all risks incidental to their services and activities related to the Events and agrees that Released Parties (as defined in the Agreement) shall not be liable for any personal injury (including death), property damage, or other loss suffered in connection with the Events and/or the negligence of Released Parties to the fullest extent permitted by law.

9. AUTOGRAPHS: The use of the credential for the purpose of obtaining autographs is strictly prohibited. Seeking or obtaining autographs from any player, personnel, public figure or other individual within or adjacent to the Ballpark shall subject Bearer to the immediate and permanent revocation of Bearer's credential.

Name (Print)