

2024 PLAY BALL LOCAL HOST TERMS AND CONDITIONS

In consideration for your opportunity to act as a local host for an **MLB PLAY BALL** event (“Event”), by checking the box below (“Box”), you, on your own behalf and on behalf of your organization (if any) and the Event Venue (as defined below) (collectively, “Local Host”), agree, warrant and covenant that the terms and conditions of this form will constitute an agreement (the “Agreement”) between Local Host and the Office of the Commissioner of Baseball (“MLB”), with respect to the registering and hosting of an Event. The terms of this Agreement shall apply equally to Local Host and to any third parties for whom Local Host is acting as agent or representative.

1.0 Term; Termination. This Agreement is effective as of the date that Local Host checks the Box (“Effective Date”) and shall terminate when the Event ends, except as otherwise expressly set forth herein. MLB reserves the right to discontinue the Event or any part of the Event or require that the Local Host disassociate itself from MLB and/or the Event at any time and for any reason. In addition, MLB may suspend or discontinue the Event in its entirety at any time and for any reason. If Local Host breaches any term of this Agreement, MLB may immediately terminate it, without prejudice and in addition to any other legal or equitable remedies MLB may have.

2.0 Local Host’s Obligations. The Local Host shall satisfy the following requirements:

2.1. Duties. The Local Host shall organize and stage a community-based Event for youth participants ages 4-13 (or other ages that are approved by MLB in writing) (“Participants”) in accordance with the guidelines established in the Activation Guide (as defined below), to the extent applicable. Among other things, the Local Host agrees to fulfill the following obligations (“Local Host Obligations”), provided that MLB may modify the Local Host Obligations at any time, in its reasonable discretion, by providing written notice to Local Host:

- a) Stage the Event for Participants;
- b) Stage the Event at no cost to any individual Participant;
- c) Provide Local Host’s expertise and management to the Event;
- d) Conduct the Event in accordance with guidelines specified by MLB and/or its authorized designees, including, without limitation, United States Baseball Federation d/b/a USA Baseball (“USAB”), USA Softball, Inc. (“USAS”) and the United States Conference of Mayors;
- e) Secure a facility in Local Host’s area acceptable to MLB and/or its authorized designees at which to host the Event (“Event Venue”);
- f) Refrain from discriminating unlawfully on the basis of race, creed, color, national origin, sexual preference, gender or any other basis prohibited by applicable law;
- g) Agree to programmatic and fiscal monitoring, evaluations, and observations by MLB and/or its authorized designees, as detailed herein and otherwise instructed by MLB and/or its authorized designees;
- h) Secure and maintain insurance coverage satisfactory to MLB as detailed in **Exhibit A** hereto;
- i) Require each Participant and his/her parent(s) or guardian(s) (collectively, “Registrant”) to (i) register for the Event via LeagueApps (or other application as directed by MLB) (the “Registration App”) and (ii) execute all waivers, releases and other documentation (collectively, the “Documentation”) included in the Registration App. If it is not feasible for any Registrant(s) to register via the Registration App, Local Host must provide notice to MLB and MLB will provide Local Host with hard copy versions of the Documentation. Local Host will require each Registrant who cannot register via the Registration App to execute the Documentation and Local Host will transmit the executed Documentation to MLB in accordance with Section 7.7. Local Host will not permit any Participant to participate in the Event without executed Documentation;
- j) Execute indemnification and other agreements as required by MLB;
- k) Refrain from any commitment to any person or entity to act as a local sponsor of the Local Host and/or the Event;

l) Use materials furnished by MLB and/or its authorized designees, including the uniform patches and written materials (if any), in the manner requested by MLB and/or its authorized designees;

m) Ensure that each Event Venue is equipped with (i) at least two (2) six foot tables, (ii) hydration stations for Participants and Event staff, (iii) an audio visual system including, at a minimum, microphone, speaker and auxiliary cord, and (iv) any other equipment required by the Activation Guide, unless otherwise approved by MLB in writing;

n) Ensure that there is sufficient medical, first aid or emergency personnel on hand at each Event Venue during the Event;

o) Obtain MLB's prior written approval of any proposed local television or other transmission of the Event and/or related activities; and

p) Adhere to all federal, state and local laws, ordinances, restrictions and guidelines (including, without limitation, Centers for Disease Control guidelines) with respect to Communicable Disease (as defined below) that are applicable to the Event (collectively, "Communicable Disease Laws"). For the purposes of this Agreement, "Communicable Disease" is COVID-19 (as defined by the World Health Organization) and/or any strains, variants, or mutations thereof, the coronavirus that causes COVID-19 and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof.

2.2. Promotion/Organization/Staging. Except as otherwise noted herein, Local Host is responsible, at its sole cost and expense, for all aspects of promoting, organizing, and staging the Event in accordance with this Agreement and the Activation Guide (collectively, "Promotional Activities"), provided that Local Host may only use for Promotional Activities materials that are provided by MLB or pre-approved in writing by MLB ("Promotional Materials").

3. MLB's Obligations. MLB shall provide Local Host with an activation guide (the "Activation Guide"); information on creating a link to the Registration App; Promotional Materials; and, if requested by Local Host, Documentation.

4. Indemnification, Assumption of Risk and Release of Liability.

4.1 Indemnification. Local Host indemnifies and holds harmless MLB, Major League Baseball Youth Foundation, Major League Baseball Charities, Inc., MLB Advanced Media, L.P., the Major League Baseball Clubs ("Clubs"), Major League Baseball Properties, Inc., The MLB Network, LLC, USAB, USAS, the United States Conference of Mayors, each of their current, former and future parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or MLB and the owners, general and limited partners, shareholders, directors, officers, employees, agents, licensees and sponsors of the foregoing entities (collectively, the "MLB Entities") from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or related to (a) Local Host's, its agents' or the Event Venue's: (i) conduct or business; (ii) breach of this Agreement; (iii) use of the Play Ball Logos, MLB Proprietary Rights (each as defined below) and Promotional Materials; and (iv) acts or omissions; or (b) exposure to and/or contraction of Communicable Disease in connection with the Event. With respect to any claim that might give rise to liability of Local Host as an indemnitor, the MLB Entities must: (x) have the right to fully participate in the litigation of such claim with counsel of their own selection at Local Host's own expense; and (y) not be obligated, without their consent, to participate in any settlement of such claim which they believe would have an adverse effect on their businesses. Local Host shall not settle any such claim without MLB's prior written consent. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

4.2 Assumption of Risk and Release of Liability. Local Host acknowledges and agrees that (a) hosting an Event carries a significant risk of contracting and/or spreading Communicable Disease; (b) Local Host has determined, in its sole discretion, to host the Event and (c) Local Host understands, accepts, and assumes the risk of hosting the Event, including, without limitation, the risk of contracting and/or spreading Communicable Disease. In connection therewith, Local Host hereby waives, releases, forever discharges and covenants not to sue the MLB Entities for any claims in connection with the Event, including, without limitation, claims of exposure to and/or contraction of Communicable Disease.

5. Intellectual Property Rights.

5.1 MLB Proprietary Rights. MLB grants Local Host a non-exclusive, non-transferable limited right and license to use the Play Ball logos (the “Play Ball Logos”) in connection with its Promotional Activities, subject to MLB’s prior written approval in each instance. Except as set forth in the preceding sentence, this Agreement grants no rights to Local Host to make any use of the names, word marks, logos, uniform designs, mascots, images, colors and color combinations, trade dress, characters, symbols, designs, likenesses and visual representations owned, controlled, or cleared for use by or on behalf of and/or applied for in or registered with the U.S. Patent and Trademark Office (irrespective of the class or nature of goods or services for which an application has been made or registration issued) by the MLB Entities (collectively, the “MLB Proprietary Rights”). Any intellectual property produced by Local Host in connection with the Event will be considered a “work made for hire” for MLB, specifically ordered or commissioned by MLB, with MLB being deemed the sole owner of all such results and proceeds. Any items produced by Local Host in conjunction with or relating to the Event must be pre-approved in writing by MLB prior to being distributed. To the extent that title to any such work does not, by operation of law, vest in MLB or such work is not considered a “work made for hire,” all rights, title, and interest will be deemed irrevocably assigned to MLB. All rights in and to the MLB Proprietary Rights will be the sole and exclusive property of the applicable MLB Entity. Local Host may not and Local Host may not allow any others to use any MLB Proprietary Rights for any purpose whatsoever, without the prior written approval of MLB. There can be no association of MLB, any MLB Entity or any Event with any third party without the prior written approval of MLB. Local Host shall submit for MLB’s prior approval all uses of the Play Ball Logos and all other plans and materials connected with Local Host’s activities hereunder (collectively, “Submissions”), and shall make any modifications to the Submissions which MLB requests. Local Host hereby acknowledges, represents and covenants, as the case may be, that (i) all rights, title and interest in and to the MLB Proprietary Rights belong to the MLB Entities, as applicable; (ii) Local Host has not made and shall not make any unauthorized use of the MLB Proprietary Rights and any such use would require a license from the applicable MLB Entity; (iii) any use that Local Host has made or will make of the MLB Proprietary Rights has not conferred, and shall not confer, any rights or benefits on Local Host in respect thereof, and any such rights or benefits inure to the MLB Entities; (iv) the MLB Proprietary Rights have acquired a secondary meaning in the minds of the general public; (v) the goodwill associated with the MLB Proprietary Rights has great value and such goodwill belongs exclusively to the MLB Entities, and (vi) Local Host shall not, during the Term or thereafter, attack the rights, title or interest of the MLB Entities in or to the MLB Proprietary Rights, including the validity of the rights granted hereunder or use any element of such rights without the applicable MLB Entity’s express written consent. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

5.2 Local Host Content. Local Host hereby grants to MLB a non-exclusive, transferable, sublicensable and assignable license to use, reproduce, distribute, display and otherwise exploit, in all media, worldwide, and in perpetuity, any photos, videos or other content captured by Local Host from the Event (“Event Content”), including the name, likeness and/or voice of all individuals appearing in the Event Content, all music and other copyrighted material appearing in the Event Content, all trademarks appearing in the Event Content and any other third party proprietary material appearing in the Event Content. Local Host represents and warrants that it has the right to license such Event Content to MLB and its transferees.

6. Data Security and Privacy Compliance.

6.1 Without limiting any confidentiality or any other obligation of the Local Host, the Local Host may only collect and store personal data including, without limitation, Personal Data, defined below, on (a) the preferred MLB registration platform (the “MLB Platform” or “Platform” for purposes of Exhibit B), subject to, (i) the MLB Terms of Use and Privacy Policy and any other then-current terms required by MLB (collectively, “MLB Terms”) as provided by MLB’s service provider LeagueApps, Inc. (including any MLB selected successor thereto, the “Service Provider”), (ii) all terms of this Agreement and (iii) any terms and conditions posted by the Service Provider within the MLB Platform or separately agreed upon by the Service Provider and the Local Host (the terms referenced in subsection (iii), collectively, “Service Provider Policy”) or (b) if applicable and approved by MLB as set forth in this Agreement, the Local Host Platform (as defined below). For the avoidance of doubt, with respect to the rights and obligations of

the parties, in the event of any conflict any Service Provider Policy shall be subordinate to this Agreement and any MLB Terms.

6.2 The Local Host will ensure that any person or person who needs access to the MLB Platform or otherwise has access to Personal Data in connection with the Local Competition complies with all terms of this Agreement, including the then-current MLB Youth Program IT Policy (to the extent applicable, mutatis mutandis, with respect to if the Local Host is not using the MLB Platform), attached hereto as of the Effective Date as Exhibit B, as the same may be updated from time to time by posting an updated version within the MLB Platform by MLB in MLB's sole discretion or otherwise provided by MLB in writing.

6.3 In furtherance of the foregoing, without limiting any other representation, warranty and/or obligation of the Local Host, the Local Host represents and warrants that it shall (i) limit access to the Platform, and to any permitted copies of Personal Data outside of the Platform, to Local Host Personnel (defined below) who need such access to administer the Local Competition; (ii) require all such Local Host Personnel with access to the Platform or to permitted copies of Personal Data outside the Platform to read, understand and agree to the then-current MLB Youth Program IT Policy attached hereto as of the Effective Date as Exhibit B; and (iii) include applicable obligations and limitations related to the use and non-use of Personal Data and/or use of the Platform in accordance with MLB Youth Program IT Policy, all other applicable terms of this Agreement, and all applicable laws, in its training and/or onboarding of applicable Local Host Personnel who require access to the Platform and/or to permitted copies of Personal Data outside of the Platform in connection with the Local Competition.

6.4. "Personal Data" means all information that is or could be associated with a natural person pursuant to any applicable law as further set forth herein. As to natural persons who are California residents, Personal Data has the meaning of "Personal Data" given in the California Consumer Privacy Act ("CCPA") including but not limited to any information relating to a natural person owned or provided by Customer or any other MLB Entity, in any form, format or media that Company Processes in connection with the Agreement. As to natural persons resident in Canada, has the meaning given to Personal Data in the Personal Data Protection and Electronic Documents Act ("PIPEDA"). As to natural persons resident in other jurisdictions, the CCPA definition shall apply except as modified by local applicable laws and/or regulations. Personal Data shall include, without limitation, "personally identifiable information," "personal information," "personal data," "nonpublic personal information" or other similar terms as defined by any applicable laws and/or regulations.

6.5 As between the Parties, MLB and/or any other MLB Entity is the sole owner of all Personal Data. For clarity, Personal Data is deemed to be Confidential Information of MLB. In the event of a conflict or inconsistency between this Section 6 and the confidentiality and compliance with laws obligations in the the Agreement, the terms and conditions set forth in this Section 6 shall govern and control. MLB hereby appoints Local Host, and Local accepts appointment, as a "Processor" in relation to the processing of Personal Data. The Parties agree to act in accordance with their respective obligations under the Agreement and all applicable laws. MLB or another MLB Entity is the "Controller" of all Personal Data. The applicable MLB Entity, on its own behalf or on behalf of the applicable MLB Entity, will direct Local Host in connection with the Processing of Personal Data. MLB reserves the right to submit further written instructions with regard to the processing of Personal Data from time to time after execution of this Agreement and for the duration of the Term.

6.6 In recognition of the foregoing, Local Host agrees and covenants that it shall:

(i) keep and maintain all Personal Data in strict confidence in accordance with the provisions of **Exhibit B**, using such degree of care as is appropriate to avoid unauthorized access, use, disclosure or other Processing;

(ii) only process Personal Data during the Term for business purposes as contemplated by applicable laws, on behalf of the applicable MLB Entity(ies) in accordance with this Agreement, and on MLB's documented instructions set forth in Annex 1 attached hereto;

- (iii) not transfer, retain, use or disclose Personal Data for any other purpose, including, without limitation, retaining, using or disclosing Personal Data for any commercial purpose or any purpose not expressly authorized in this Agreement;
- (iv) not transfer Personal Data to any person or party other than MLB or the Service Provider, except (A) to the extent that such transfer is required by applicable laws or (B) with the express written consent of MLB;
- (v) not transfer or process Personal Data for any purpose outside of the direct business relationship between Company and Customer;
- (vi) have no rights to process Personal Data except for the benefit of MLB or any identified MLB Entity. For the avoidance of doubt, Local Host shall have no right to retain, monetize, analyze, transfer or otherwise utilize Personal Data for its own benefit and the Parties agree that Company shall not sell or Process Personal Data in any manner that would cause its access to same to be defined as a “sale” or “sharing” as defined by applicable laws (including, without limitation, the CCPA, as amended or reenacted by the California Privacy Rights Act of 2020, and any implementing regulations promulgated thereunder). Local Host shall not combine Personal Data with Personal Data that Company receives from or on behalf of another person or persons, or collects from its own interaction with such person or persons. Company certifies that it understands its obligations and restrictions set forth in this Agreement and under applicable laws;
- (vii) make available to MLB on request all information reasonably necessary to demonstrate compliance with this Agreement and all applicable laws;
- (viii) immediately notify MLB if, in Local Host’s opinion, any MLB instruction with respect to the processing of Personal Data is contrary to any applicable law; and
- (ix) immediately notify MLB after Local Host makes a determination that Local can no longer meet its obligations under applicable laws.
- (x) Local Host will not utilize any subprocessor of Personal Data other than the Service Provider or transfer any data from the Service Provider’s Platform other than as expressly permitted in the then-current MLB Youth Program IT Policy.
- (xi) Local Host will not engage in any processing of Personal Data where that is likely to result in a high risk to the rights and freedoms of natural persons;
- (xii) Local Host will ensure that the Personal Data is accurate and up to date by informing MLB without delay if Local Host becomes aware that the Personal Data it is processing is inaccurate or has become outdated and will provide reasonable assistance to MLB as required pursuant to any other obligations under applicable laws.
- (xiii) Local Host must immediately notify MLB notify Customer of any actual or suspected breach of the security or confidentiality of Personal Data, including without limitation, any actual or suspected unauthorized access to, acquisition of, or other processing of Personal Data or the keys, passwords or passcodes needed to access the Platform by telephone at the following number: (212) 931-7777 and by e-mailing Customer with a read receipt at infosec@mlb.com and with a copy by e-mail to Company’s primary business contact within Customer.
- (xiv) If Local Host receives any (A) notices, inquiries or complaints relating to the processing of Personal Data or (B) requests or other communications from or on behalf of any individual(s) with respect to Personal Data, including, without limitation, opt-out requests, requests for access, requests for deletion, requests to limit use and disclosure of sensitive MLB Data and requests to correct (“Consumer Request”), Local Host must notify MLB and fully comply with all of MLB’s instructions and directives with respect to fulfilling such Consumer Request as required by applicable law in MLB’s sole discretion. For the avoidance of doubt, Company is not authorized to take any other action in connection with any Consumer Request. If applicable, Local Host shall maintain complete and accurate records relating to its compliance with each Consumer Request, including, without limitation, MLB’s requests for assistance with Consumer Requests. These records shall not include data that was the subject of a request. MLB and its auditors shall have the right to review Local Host’s compliance with any Consumer Request (“Consumer

Request Audit”). In connection with a Consumer Request Audit, Local Host shall provide MLB access at all reasonable times to the records relating to Consumer Requests; systems used to respond to the requests, including, without limitation, those used to effect deletion of Personal Data; and employees, contractors or volunteers who facilitated compliance, in whole or part, with Consumer Requests.

7. Confidential Information.

7.1 For the purpose of this Agreement, the term “Confidential Information” means any information or materials in whatever form disclosed to Local Host by any MLB Entity or the Service Provider, on or after the Effective Date, which relates to the Local Competition, MLB, or any other MLB Entity, its actual or contemplated businesses, operations, data (whether statistical or otherwise), software, strategies, financial positions, research, development and trade secrets, except for information (i) previously known to Local Host before it was received from the Service Provider or any MLB Entity without an obligation not to disclose such information, (ii) independently developed by Local Host without any use of any Confidential Information received from the Service Provider or any MLB Entity, (iii) acquired by Local Host from a third party which was not, to Local Host’s knowledge, under an obligation to any MLB Entity not to disclose such information, (iv) which is or becomes part of the public domain without breach of this Agreement or other wrongful act of Local Host or its employees, agents or subcontractors or (v) which is disclosed with the prior written consent of MLB. The existence of this Agreement and of discussions between MLB and Local Host shall constitute Confidential Information hereunder. All Personal Data is Confidential Information of MLB; provided that, in the event of conflict between this section and the provisions of this Agreement applicable to Personal Data, the terms that are more restrictive shall prevail and control.

7.2 The Local Host shall protect and preserve the secrecy and confidentiality of the Confidential Information from access by and disclosure to third-parties, using physical, technical, and administrative safeguards that meet all industry standards and applicable state, national, and international privacy regulatory requirements to ensure the confidentiality of Personal Data and other Confidential Information (as applicable) and to protect it from unwarranted, accidental or unauthorized access, disclosure, modification or destruction with at least the same degree of care used by the Local Host to protect its own proprietary information, but in any case using no less than a reasonable degree of care. The Local Host may disclose the Confidential Information to applicable Local Host employees, contractors, interns and/or volunteers (“Local Host Personnel”) in each case only if such Local Host Personnel have a need to know the Confidential Information to perform the services in connection with this Agreement and such Local Host Personnel agree to be bound by the terms of this section to the same extent as if they were parties hereto; provided that the Local Host shall remain liable for any breach of this section caused by any such Local Host Personnel. In addition, the Local Host shall inform and instruct all of the Local Host Personnel as to the confidential and proprietary nature of the Confidential Information and the requirements and duties imposed on the Local Host Personnel under this Agreement. In the event that the Local Host is required pursuant to a valid and binding subpoena, court order, or other legal process to disclose any Confidential Information, the Local Host shall immediately notify MLB and provide MLB with copies of all documentation thereof. In addition, the Local Host shall give MLB an adequate opportunity to interpose an objection, take action to assure confidential handling of such information and/or cooperate and assist MLB in seeking a protective order or other remedy that MLB, in its sole and absolute discretion, deems appropriate.

7.3 Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media), and all copies thereof, shall remain the property of MLB. Upon the written request of MLB at any time, the Local Host shall promptly return or destroy, at the Local Host’s cost and at MLB direction, all such tangible Confidential Information, including, but not limited to, all documents, materials, and other information (together with all copies thereof and regardless of form of media) which pertain to or contain Confidential Information in the Local Host’s possession or under its control, and no such Confidential Information shall thereafter be retained in any form by the Local Host. Notwithstanding anything to the contrary contained herein, at the termination or expiration of this Agreement, the Local Host shall return to MLB all records and other materials and copies produced pursuant to this Agreement or otherwise related to any MLB Company.

7.4 The Local Host acknowledges that any breach of this section shall cause irreparable injury to MLB and/or an MLB Company for which MLB and/or the MLB Company would not have an adequate remedy at law. In the event of such breach, MLB and/or the MLB Company shall be entitled to injunctive relief in addition to any other remedies it may have at law or in equity. The confidentiality obligations specified in this section are continuing in

nature and shall survive the termination of this Agreement and the terms of any other agreement or relationship between the Local Host and MLB.

7.5 The Local Host will immediately advise MLB in accordance with Section 6(xiii) above as to any threatened, suspected, or actual compromise of the integrity, security, or confidentiality of Personal Data or Confidential Information in its possession or if any Personal Data or other Confidential Information has been acquired by any unauthorized third party or misappropriated in any way, and will cooperate fully with MLB, including keeping MLB fully advised as to the ongoing status of same. The Local Host will maintain a written recovery plan designed to minimize risks associated with any unplanned interruption of the Local Host's operation or business or any unplanned inaccessibility of Personal Data. The Local Host will immediately, and in no event later than twenty-four (24) hours after the occurrence of any unplanned interruption or inaccessibility, advise MLB in writing as to any such unplanned event. The Local Host acknowledges that it will promptly cooperate with all investigative requests of MLB in connection with any potential investigation of such acquisition or misappropriation including but not limited to complying with an audit request by MLB. In the event that any such breach is subject to any law requiring notification to customers and/or government authorities of such breach, MLB reserves the right to be the only party authorized to engage in such notification procedures.

8. Limitation of Liability. IN NO EVENT SHALL THE MLB ENTITIES BE LIABLE TO LOCAL HOST OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE MLB ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO LOCAL HOST. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

9. Miscellaneous.

9.1 Arbitration. The validity, construction, and enforceability of this Agreement, and all matters or disputes arising under, in connection with or related to this Agreement, shall be governed by the laws of the State of New York, without regard to its conflict of law principles, applicable to contracts entered into and performed entirely within that State. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures ("JAMS Rules") and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York County, New York State. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitration shall be conducted by one (1) arbitrator in accordance with the JAMS Rules, which arbitrator shall be selected in accordance with the JAMS Rules, and which arbitrator shall have had no less than twenty (20) years' experience handling issues akin to those that are the subject matter of the disputes that are the subject of the arbitration. In connection with any arbitration proceeding: (a) no arbitrator shall have been employed by either party hereto and its consultants within the previous five (5) year period; (b) the arbitrator shall be neutral and independent of the parties to this Agreement; (c) no arbitrator shall be affiliated with any party's auditors; and (d) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) either party hereto. The arbitrator will have no authority to award damages excluded by this Agreement, except as may be required by statute. The award of the arbitrator shall be accompanied by a reasoned opinion. Either party also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

9.2 Entire Agreement. Other than the Activation Guide, these terms and conditions constitute the entire agreement and understanding between Local Host and MLB with respect to their subject matter and cancel, terminate, and supersede any prior or contemporaneous agreement or understanding, whether oral or written, on this subject between the parties.

9.3 Severability. Each term of this Agreement must be considered separate, and if any term is held invalid or unenforceable, the remaining terms will be binding and enforceable. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

9.4 Waiver. This Agreement, or any term hereof, may be modified, amended or waived only by a written instrument duly executed by MLB, and a failure by MLB to enforce any term of this Agreement will not constitute a waiver by MLB of such term or any other term of this Agreement. No written waiver shall excuse the performance of any act other than those specifically referred to therein. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

9.5 Relationship. Nothing in this Agreement may be deemed to create an agency, partnership or joint venture relationship between the parties, and neither party must do or permit any act to be done whereby it may be represented as agent or partner of the other. Local Host understands that they have no authority to represent themselves as an employee or agent of MLB or the MLB Entities. Local Host will not represent to any person that they possess such authority, or by their acts or statements, cause any person to believe that Local Host possess such authority. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

9.6 Assignment. This Agreement is personal to Local Host; Local Host shall not sublicense or franchise any of the rights granted hereunder. Neither this Agreement nor any of the rights of Local Host hereunder shall be sold, transferred or assigned by Local Host without MLB's prior written approval.

9.7 Notification. Local Host will send all notices, statements, Documentation and Submissions required under this Agreement by electronic mail to playball@mlb.com. MLB will send all notices and statements to Local Host required under this Agreement to the address and/or e-mail address (as applicable) given by Local Host upon execution of this Agreement.

9.8 Conduct of Local Host. Local Host represents and warrants that Local Host (as an individual) is at least (i) eighteen (18) years of age or (ii) the age of majority in the applicable jurisdiction. By consenting to be a Local Host, Local Host agrees to comply with all applicable laws and ordinances (including, without limitation, all local/state/federal sexual abuse prevention and child protection laws and all Communicable Disease Laws) and the Activation Guide.

9.9 Safety and Security of Participants. Local Host represents and warrants that Local Host will take all precautions to protect the safety of all participants in the Event, including (i) screening all adults who will interact with child participants in the Event, (ii) policing security at all areas where the Event is held and (iii) implementing enhanced measures to prevent the spread of Communicable Disease in compliance with Communicable Disease Laws.

9.10 Books and Records. Local Host shall keep, maintain and preserve in its principal place of business for at least four (4) years complete and accurate records and accounts covering Local Host operations, including, without limitation, invoices, correspondence, tax returns, financial statements, list of local sponsors and fees paid by each, Local Host organization chart, list of Local Host board members, banking, financial and other records in Local Host's possession or under Local Host's control. Such records and accounts shall be available for inspection and audit (and copying at MLB's expense) at any time or times during or after the term of this Agreement during reasonable business hours and upon reasonable notice by MLB or its representatives. The terms of this Paragraph shall survive the termination, cancellation and/or expiration of this Agreement.

9.11 Non-Disparagement. Each party agrees that neither it nor any of its officers, directors, employees, agents and affiliates will, and it will cause each of its officers, directors, employees, agents and affiliates not to, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the other party hereto or any of its directors, officers, affiliates, subsidiaries, employees, agents or

representatives. The parties acknowledge and agree that employees of any MLB Entity whose role is journalistic in nature shall not be prohibited from any news reporting activities by virtue of this Paragraph.

BY CLICKING [SUBMIT], I REPRESENT AND WARRANT THAT I AM AN AUTHORIZED REPRESENTATIVE OF LOCAL HOST AND, INTENDING TO BE LEGALLY BOUND, HEREBY PROVIDE THE ELECTRONIC EQUIVALENT OF MY SIGNATURE TO CONFIRM LOCAL HOST'S AGREEMENT TO AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ANNEX 1
Description of the Processing

Categories of Personal Data Processed:

Adult registrant's Full Name; Email Address; Street Address; Telephone Number; Birth date/age;

Program participant's Full Name; Birth date/age.

Sensitive MLB Data Processed (if any, if applicable)

1. Information concerning Local Competition participant's health (e.g., allergy information, if any).

Nature of the Processing of the MLB Data:

The Local Host may collect, store and/or host data solely within the Platform as authorized by MLB.

Duration of the Processing of the MLB Data:

Solely for the duration of the applicable Local Competition unless earlier deletion or a longer retention is required pursuant to applicable laws as determined and directed by MLB.

Purpose(s) for which the MLB Data is Processed on behalf of Customer:

[Purpose]	[Description of the Processing]
<u>Administration of local youth baseball and/or softball programs as directed and approved by MLB.</u>	<ul style="list-style-type: none">• Performing services on behalf of the business, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business.

The sensitive Personal Data (if any, as applicable) set forth above will solely be processed to the extent necessary to, if and as applicable, (i) perform the services or provide the goods reasonably expected by an average consumer who requests those goods or services; to prevent, detect, and investigate security incidents that compromise the availability, authenticity, integrity, and or confidentiality of stored or transmitted personal information, provided that the use of the consumer's personal information is reasonably necessary and proportionate for this purpose; to resist malicious, deceptive, fraudulent, or illegal actions directed at the business and to prosecute those responsible for those actions, provided that the use of the consumer's personal information is reasonably necessary and proportionate for this purpose; to ensure the physical safety of natural persons, provided that the use of the consumer's personal information is reasonably necessary and proportionate for this purpose; and/or to perform services on behalf of the Local Host, provided that the use of the consumer's personal information is reasonably necessary and proportionate for this purpose. Such business purposes include maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business.

EXHIBIT A

MLB INSURANCE REQUIREMENTS

Throughout the Term of this Agreement (including any extensions thereof), Local Host will provide and maintain in full force and effect without interruption, at its sole cost and expense, Insurance coverage of the types and in the amounts set forth below and incorporated by reference herein. In addition, Local Host will be responsible for ensuring that any and all of its agents, contractors and its contractors' subcontractors utilized in connection with the Event will maintain the minimum insurance coverage as set forth below:

- a. An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including contractual liability and products/completed operations liability coverage. If commercially available, the CGL policy must include affirmative coverage for sexual abuse and molestation and participant legal liability with minimum limits of:
 - i. \$2,000,000 Each Occurrence
 - ii. \$4,000,000 General Aggregate
 - iii. \$4,000,000 Products/Completed Operations Aggregate
- b. Automobile Liability Insurance, covering all non-owned or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

All insurance policies must be issued by an admitted insurance carriers with An AM Best Rating of A-, VIII or better. The MLB Entities (as defined in Section 4.1 of the Agreement) must be named as additional insureds ('Additional Insureds') under the Commercial General Liability Policy. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall not include any exclusions or limitations for: (1) third-party over actions; or (2) concussions, CTE or similar or related brain trauma or injuries. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No Policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Local Host and shall not apply to the Additional Insureds. The Commercial General Liability Policy must provide a waiver of subrogation in favor of the Additional insureds.

Local Host shall provide MLB with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Local Host shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Agreement and annually at least ten (10) days prior to the expiration of each required insurance policy. Local Host shall provide MLB with copies of its insurance policies and/or endorsements upon request. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Local Host. Any actions, errors or omissions that may invalidate coverage for Local Host shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

Local Host shall ensure that each Event Venue also satisfies the MLB Insurance Requirements set forth above. To the extent any Event Venues are U.S. military sites that are self-insured, they will be exempt from this requirement upon submission of evidence of such self-insurance.

EXHIBIT B

The Youth Program InfoSec Policy

1. Introduction

This page sets forth Major League Baseball's Information Security Policies and Standards applicable to all users of Major League Baseball's systems in connection with Major League Baseball-related youth baseball and/or softball programs (such programs, the "Program" and this policy, the "Youth Program InfoSec Policy"). The Youth Program InfoSec Policy applies to all users of Major League Baseball-provided technology and data in connection with Programs, including without limitation all league administrators and/or coaches and any other employees, contractors, volunteers, and/or interns accessing or using the Platform (collectively, "Users"). The current Youth Program InfoSec Policy will be maintained and periodically updated on this page. All Users will be bound by the current Youth Program InfoSec Policy and should always refer to the online version for reference. All references to "Major League Baseball" in this Youth Program InfoSec Policy are deemed to include the applicable "MLB Entities," as such term is defined in the MLB.com Terms of Use.

Use of the Platform is governed by the MLB.com Terms of Use and Privacy Policy as modified by this Youth Program InfoSec Policy. For clarity, without limiting the foregoing, Users must not use the Platform or any materials or information accessible thereon in contravention of the MLB.com Privacy Policy.

Users who fail to comply with the Youth Program InfoSec Policy, the MLB.com Terms of Use or Privacy Policy may be subject to disciplinary action, up to and including termination. Criminal activity or suspected criminal activity may be referred to law enforcement.

Users must comply with all instructions and directives issued by Major League Baseball and all terms applicable to the Platform. In the event of a conflict between any terms set forth in the Platform and this Youth Program InfoSec Policy, this Youth Program InfoSec Policy will govern and control.

For any Information Security issues or policy questions, contact the Information Security Department at information.security@mlb.com.

2. Information Assets

Users are responsible for the protection of Information Assets. "Information Assets" means (i) any and all Major League Baseball or confidential third-party information in both electronic and hard copy form, including, but not limited to, files, documents, data, databases, records, applications, programs, any Program participant and/or parent Personal Data (defined below) and (ii) the information technology infrastructure used to store and transmit the aforementioned information such as this online registration and administration platform hosted by Major League Baseball's then-current approved partner, currently LeagueApps, Inc. (the "Platform").

3. Safeguarding Information Assets

- a. Users are responsible for ensuring that their use of Information Assets complies with all applicable sections of the Youth Program InfoSec Policy and for safeguarding the Information Assets issued to them or in their custody, possession, or control.
- b. Users are strictly prohibited from:
 - 1. circumventing any technical controls (e.g., firewalls);
 - 2. connecting removable devices or storage media (e.g., USB drives, CDs, DVDs) that have not been authorized by the Information Security Department to Information Assets;
 - 3. transferring information that, if disclosed to an unauthorized person, could be used to commit identify theft or could result in significant impact or harm to Major League Baseball, its clients or business partners (e.g., personally identifiable information about Program participants and/or family members; and
 - 4. Other than as expressly set forth in subsection (c) below, making copies of Information Assets on unauthorized data storage devices, home computers, personal devices, personal accounts or non-Major League Baseball systems or networks. Any existing copies of this type of data on unauthorized systems or networks shall be securely destroyed or deleted. Compliance with this rule is subject to verification at any time by Major League Baseball, in its sole discretion.
- c. If necessary, Users are permitted to create one (1) Excel or similar document including certain applicable Information Assets (the “Authorized Copy”) for use solely to administer the Program as set forth herein and to save the Authorized Copy locally to the User’s personal computer provided that the computer is (1) not shared and (2) password-protected. The Authorized Copy (x) may not be sent via email to any recipient (including without limitation the User and/or any MLB and/or Program personnel) without MLB’s prior written approval in its sole discretion in each instance; (y) must not be disclosed to any third-party for any purpose whatsoever; and (z) must be permanently deleted from the User’s computer immediately at the conclusion of the Program or when a User’s association with the Program ends for any reason.
- d. Users shall ensure the return of Information Assets in their custody, possession, or control if no longer needed for legitimate business purposes. Users whose association with the Program has ended for any reason are required to return all Major League Baseball property and assets (including Information Assets) to the Program prior to their departure.
- e. Users shall be personally liable for any Information Assets not returned to the Program in the same condition as it was when received, minus wear and tear, as determined by Major League Baseball in its sole discretion and in accordance with applicable law, and for any use or misuse thereof.
- f. Users must immediately notify the Information Security Department about any actual or reasonably suspected loss, theft, misuse, or other compromise of any Information Assets.

4. Login Credentials; Electronic Communications; and Account Privileges

- a. Each User is responsible for creating secure passwords for accessing Information Assets.

- b. Electronic transactions originated through a User's Platform account, which include e-mail, shall be considered to bear that User's signature. In using the Platform, User will ensure that the User is the named sender of all Program-related communications. Users shall use the Platform solely for Program-specific transactional or relationship messages (as defined in the CAN-SPAM Act of 2003, as amended) to participants or their parents or guardians in accordance with applicable laws. Without limiting the foregoing, Users are not permitted to use the Platform to transmit: (i) commercial messages (as defined in the CAN-SPAM Act); (ii) SMS or text messages; or (iii) communications that are misleading, defamatory, obscene, infringing, or otherwise in violation of applicable law or the policies of Major League Baseball.
- c. Users shall be responsible and liable for maintaining the security and confidentiality of Information Assets accessible and available to them through their login credentials. Any unauthorized disclosure of such Information Assets shall be considered a breach of security and a violation of the Information Security Policy or other Major League Baseball policies that may be reported to Major League Baseball management.
- d. Login credential information (e.g., usernames and passwords) is non-public information. Providing access to another individual, either deliberately or through the failure to secure its access, shall be considered a violation of this policy. Users should never give their original or new password to anyone, including Major League Baseball or Program personnel and family members.
- e. When accessing Information Assets in public, special care should be given to ensure no one is observing when a password is entered.
- f. Access rights and privileges attached to certain roles shall only be used for their specific purposes. Any other use shall be considered a misuse. Users are responsible for ensuring that they do not misuse or exceed their rights and privileges.
- g. Users may only access the Platform during the term of each Program and solely to the extent necessary to administer such Program. Following completing of each Program, Users must return or destroy, and may no longer utilize, their login credentials for the Platform and any copies of Personal Data in their possession.
- h. Users will not modify any data in the Platform unless expressly directed by Major League Baseball.

5. Personal Data

- a. "Personal Data" means any information about an individual or household including without limitation (1) any information that can be used to determine an individual's identity, such as name, contact information, or date and/or place of birth, or , and/or (2) any other information that is or could be linked to an individual, such as medical, educational, financial, and employment information.
- b. **All Personal Data must be 1) collected solely from parents and/or legal guardians of any Program participants who are under the age of 18 or the age of majority in their jurisdiction, and not from such minor Program participants directly; and b) collected**

solely within the Platform in accordance with this Youth Program InfoSec Policy as directed and approved by MLB.

6. Monitoring

Major League Baseball reserves the right to monitor, intercept, retrieve, and delete Information Assets or any content stored in, created on, received from, or sent through the Platform and its systems, either in real time or when stored, for any reason, at any time, without the permission of any User, and without notice (other than via this section), in each case to the extent permitted or as required by law.

Users shall have no expectation of privacy in their use of Information Assets. Information stored on, accessed by, or transmitted using the Platform is not private.

Users' login credentials for accessing the Platform do not prevent authorized Major League Baseball representatives from accessing such accounts.

Users expressly waive all applicable privileges, including, but not limited to, the privilege against self-incrimination and the attorney-client, doctor-patient, and marital privileges, with respect to any information stored on, accessed by, or transmitted using Information Assets.

By using Information Assets for business or personal purposes, Users consent to the monitoring described in this section and forego any expectation of privacy.

Users may be disciplined, up to, and including termination, for any violation of this Youth Program InfoSec Policy detected through the monitoring of Information Assets and security systems. Criminal activity or suspected criminal activity may be referred to law enforcement.