

DICK's Sporting Goods Terms of Purchase

February 12, 2020

These DMSC Terms of Purchase (“**Agreement**”) govern the sale of certain products (“**Products**”) by Dick’s Merchandising & Supply Chain, Inc. (“**DMSC**”) and purchase of Products by a buyer (“**Buyer**”) by or through DMSC’s online marketplace (“**Private Marketplace**”) located at <http://dickssportinggoods.bstock.com> (the “**Site**”), hosted and configured by B-Stock Solutions, LLC (“**B-Stock**”). Buyer and DMSC are collectively referred to herein as the “Parties” and individually as a “Party.”

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Buyer and DMSC agree as follows:

1. Scope of Agreement. This Agreement governs Buyer’s purchase of Products from the Site. By checking the “I agree to the Terms of Purchase” box each time you log into the Site, and each time you place a bid on and/or purchase Products from the Site, you accept and agree to be bound by this Agreement. If you do not agree to this Agreement, you should not use and should not bid on or purchase Products from the Site. You may preserve this Agreement in written form by printing it for your records, and you waive any other requirement that this Agreement be evidenced by a written document. DMSC reserves the right, from time to time, with or without notice to Buyer, to change the terms of this Agreement. The most current version of the Agreement will supersede all previous versions and can be reviewed by clicking on “Terms of Purchase” located at the bottom of the pages of the Site. Buyer’s use of the Site or continued purchases after changes are made mean that Buyer agrees to be bound by such changes. If Buyer is entering into this Agreement on behalf of a company or other legal entity, Buyer represents that it has the authority to bind such entity to this Agreement. Buyer may not use the Site if it does not have such authority. When Buyer registers on and subsequently uses the Site, B-Stock is collecting the information provided by Buyer and will protect it and use it in accordance with its privacy policy.

2. DMSC Representations and Warranties. DMSC represents and warrants that:

2.1 DMSC has title or otherwise sufficient right to pass title for the Products to Buyer upon transfer.

2.2 Upon transfer of the Products to Buyer, the title for such Products shall transfer to Buyer free and clear of any encumbrance.

2.3 No Warranties for Products. ALL SALES OF THE PRODUCTS ARE FINAL. NO RETURNS OR REFUNDS WILL BE PERMITTED. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PURCHASED AS-IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY WARRANTY, GUARANTEE OR ASSURANCE OF ANY NATURE OR TYPE WHATSOEVER, EXCEPT FOR WARRANTY OF TITLE. PRODUCTS DO NOT INCLUDE ANY EXPRESS OR IMPLIED WARRANTIES OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE OR NON-INFRINGEMENT, WHETHER FROM DMSC, ITS SUBSIDIARIES AND AFFILIATES OR FROM THE ORIGINAL MANUFACTURER OF THE PRODUCTS, SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DMSC, ITS PARENT, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY LIABILITY FOR DAMAGES OF ANY KIND AS A RESULT OF THE TRANSPORTATION, USE, SALE OR PURCHASE OF ANY PRODUCTS.

3. Buyer Representations and Warranties. Buyer represents and warrants that:

3.1 Buyer will comply with all applicable laws relating to its obligations and performance under this Agreement;

3.2 Buyer has the authority to enter into and fulfill all of its obligations under this Agreement;

3.3 Buyer may and shall perform its obligations under this Agreement without breaching or interfering with any other agreement, contract, obligation or understanding;

3.4 All of Buyer’s obligations under this Agreement shall be performed by Buyer through its employees and not by subcontractors or consultants to Buyer, unless otherwise permitted under this Agreement or by mutual agreement by the Parties;

3.5 Buyer’s performance under this Agreement shall be performed: (i) a professional, good and workmanlike manner, (ii) by using reasonable care consistent with not less than the highest industry standards, (iii) by personnel of Buyer having a level of skill in the area commensurate with the requirements of this Agreement.

4. Auction Process. Products will be sold pursuant to the auction process set forth on the Site. All sales are final and no return or refunds will be accepted. Products are described in the listing on the Site to the best of DMSC’s ability; however, DMSC does not warrant that listings or any descriptions therein are complete, accurate, reliable, current, or error-free. The

Products are provided "as is" for purchase on the Site. Products sold are subject up to a 5% quantity variance per order. Buyer must notify B-Stock in writing of any Products that are delivered with a shortfall in quantity variance over 5%. DMSC shall have no liability if a Product quantity shortfall is equal to or less than 5% of the quantity listed on the Site.

5. Payment Terms. If Buyer is deemed to be the winning bidder at the end of an auction on the Site, DMSC will provide the Buyer with details of payment requirements. Full payment of winning bid purchase price ("Purchase Price") is required within forty-eight (48) hours of the awarded sale. Products will not be released to Buyer until payment has been received by DMSC. In the event Buyer fails to pay the Purchase Price pursuant to the terms of this Agreement within 48 hours after the conclusion of the applicable auction, the winning bid may be forfeited and DMSC may in its sole discretion do any of the following: (a) relist the auction; (b) sell to another bidder; and/or (c) deactivate Buyer's account and password. Prior to Buyer's account and password deactivation, Buyer may be given the option to pay a reinstatement fee to prevent deactivation. The reinstatement fee structure is as follows:

1st Offense: 5% of Purchase Price
2nd Offense: 10% of Purchase Price and/or removal from Private Marketplace

6. Shipment and Acceptance of Products. Following payment, Buyer agrees to immediately arrange for shipment of the Products. Buyer will be contacted within twenty-four (24) hours after payment of the Purchase Price to arrange for the transportation and pick up of the Product at a time agreeable by both Parties for transport pursuant to the following requirements:

6.1 If applicable, Buyer will provide DMSC trailer numbers and SCAC Codes before Buyer picks up Product.

6.2 If applicable, Buyer shall ensure trailers are picked up within 12 hours of DMSC request.

6.3 Buyer shall remove the Products using reasonable care and in compliance with all applicable laws.

6.4 Buyer will be responsible for all damages to DMSC's or any third party's property and improvements and/or for injury to property or persons caused by Buyer's removal of the Products.

6.5 Freight terms are FOB origin, freight collect. Buyer shall be responsible for all freight charges and any additional costs associated with the pickup and delivery of the Products.

7. Storage Fees. If Buyer fails to pick-up or otherwise arrange for the delivery of the Products within five (5) days of payment of the Purchase Price, DMSC may assess a \$10.00 per pallet storage fee per day ("Storage Fees"). After 5 days, DMSC may, in its sole discretion, choose to: (a) keep such Products, list them for auction on the Site and sell them to another bidder, and refund to Buyer the Purchase Price paid to DMSC less (i) Storage Fees and (ii) a restocking fee of up to 20% of the Purchase Price ("Restocking Fee") and in which case Buyer shall not have any right, title or interest in or to the Products; or (b) complete the sale with Buyer equal to the original Purchase Price plus Storage Fees and any applicable Restocking Fee.

8. Title, Risk of Loss. Title to the Products shall remain with DMSC until the Buyer, or its Representatives (as defined below) takes possession of the Products. Buyer acknowledges that all risk of loss and liability for the Products shall pass to Buyer upon its or its Representatives receipt of the Products, and after such time, Buyer shall release DMSC of any fault and shall forfeit any rights to claims against DMSC associated with the Products or the receipt of the Products purchased by Buyer. Buyer further releases B-Stock of any liability and waives all claims against B-Stock with respect to such Products. Buyer expressly acknowledges and agrees that it shall have no right to refuse or return the Products after accepting possession of the Products.

9. Inspection/Acceptance. Except as otherwise set forth in this Section, Buyer's acceptance of possession of the Products shall constitute an unqualified acceptance of the Products and a waiver by Buyer of all claims with respect thereto. Notwithstanding, Buyer shall have five (5) days from the date in which Buyer takes possession of the Products to inspect the Products for any discrepancies in the quantity delivered and report such discrepancy to B-Stock in writing. Buyer must provide a detailed manifest, labeling each item that is missing as well as any supporting documentation. DMSC reserves the right to conduct an additional inspection at its own expense. Following such inspection period, Buyer shall no longer have the right to claim any reimbursement for under-delivery.

10. Time is of the Essence. Time is of the essence for each Party to perform its obligations under this Agreement.

11. No Exclusivity; No License. DMSC does not agree to use Buyer exclusively. Buyer acknowledges and agrees that any purchase of Product is on a non-exclusive basis. Nothing in this Agreement shall be construed as creating an obligation on DMSC to transact business with Buyer. Nothing in this Agreement shall be construed as granting any license or right to Buyer.

12. Taxes; Additional Costs. Buyer shall be responsible for all taxes, tariffs, duties and application expenses based on any transactions occurring under this Agreement. Sales tax shall be added to the Purchase Price unless Buyer provides B-

Stock and B-Stock accepts a copy of Buyer's sales tax exemption certificate. Buyer shall be responsible for all costs and expenses related to transportation, shipping document preparation, proper packaging and labeling and compliance with all laws, rules and regulations related thereto, including, without limitation, those relating to exporting the Product.

13. Geographic Restrictions on Re-Sale. Buyer shall ensure that Products are not distributed for sale in any United States domestic market, and that none of the Product is later distributed, resold or transferred to a Competitor. Competitor means any person that sells directly to consumers (whether through stores, the internet and/or catalogs) and (i) has a total product mix of more than 50% Sporting Goods as measured either by product count or by sales and (ii) has aggregate sales to consumers through any combination of stores, the internet and/or catalogs in excess of \$500 million per year and sells Sporting Goods or (iii) is set forth in Appendix 1 attached hereto, as subject to change. For purposes of this definition, "Sporting Goods" includes each of the following: (A) hard or soft line sporting goods and equipment (including, without limitation, team sports goods and equipment, bicycles and exercise equipment); (B) sports or athletic footwear or apparel; (C) hunting, fishing, camping or outdoor apparel, gear, accessories, equipment or other products (including, without limitation, long guns/hunting rifles and ammunition) and (D) golf clubs, golf equipment, golf apparel, golf accessories or golf services. The Parties acknowledge that DMSC will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Buyer set forth in this Section 8. Therefore, it is agreed that, in addition to any other remedies that may be available to DMSC upon any such violation, DMSC shall have the right to seek enforcement of such covenants and agreements by specific performance, injunctive relief or by any other means available to DMSC at law or in equity.

14. Marketing Restrictions. Buyer shall not advertise the Product using any Dick's Sporting Goods, Golf Galaxy, Field & Stream or any other DMSC parent's, affiliate's or subsidiary's name, trademark, logo, slogan, advertising, publication or related materials. Further, before re-selling any of the Product, if it includes any Dick's Sporting Goods, Golf Galaxy, Field & Stream or any other DMSC parent's, affiliate's or subsidiary's store printed UPC, name, trademark, logo, slogan or advertising materials or labels that would identify DMSC as the source of such Product, Buyer must de-tag and/or de-label the Product and remove any such identifications, unless otherwise expressly approved by DMSC. Upon DMSC's request, Buyer shall provide evidence to DMSC of its compliance with this restriction. Buyer is solely responsible for ensuring that the Products and their packaging and labeling comply with all applicable packaging, labeling and other applicable laws.

15. Liquidated Damages. If Buyer is determined by DMSC to have violated Sections 13 or 14, Buyer agrees to pay to DMSC liquidated damages in the amount of Twenty-Five Thousand Dollars (\$25,000) per occurrence of such violation, plus any costs, fines, penalties and attorney or other professional fees and expenses incurred by DMSC as a result of such violation or otherwise associated with DMSC's enforcement of its rights in connection with such violation. The Parties agree that the foregoing amount is reasonable and intended to compensate DMSC, and not penalize Buyer, for the harm DMSC will suffer in connection with such violation. The right to receive such amount shall be in addition to any other rights and remedies available to DMSC hereunder. Buyer agrees that DMSC may periodically inspect Buyer upon reasonable notice to confirm its compliance with the terms and conditions of this Agreement. Any amounts due hereunder shall be paid to DMSC within ten (10) days of such violation.

16. Indemnification. To the fullest extent of the law, Buyer shall indemnify, defend and hold DMSC, its parent and affiliates and each of their respective officers, employees, agents, representatives, successors, and assigns harmless from and against any and all third party claims, actions, suits, allegations, demands, proceedings and regulatory actions (collectively, "Claims") and all liabilities, damages, judgments, fines, penalties, settlements, costs, expenses (including reasonable attorneys' fees) and charges (collectively "Losses") directly or indirectly arising from or related to a Claim from, or in connection with (i) the purchase, use, re-sale or other disposition of any Product; (ii) Buyer's violation of any applicable law; (iii) Buyer's use of the Site and/or Private Marketplace; (iv) Buyer's performance or failure to perform as required by this Agreement; (v) any breach of this Agreement by Buyer; and (vi) Buyer's acts or omissions. Buyer shall not have the right to settle, compromise or otherwise enter into any agreement regarding the disposition of any indemnified Claim without the prior written consent and approval of DMSC. This provision shall survive any termination or expiration of this Agreement.

The indemnification obligation stated herein shall not apply to the extent it is finally adjudicated by a court of competent jurisdiction that the Claim resulted solely from DMSC's negligence or misconduct, provided however, that until such final adjudication, Buyer shall continue to indemnify, defend and hold DMSC harmless from and against such Claim. Upon any such adjudication that the Claim resulted from DMSC's negligence or misconduct (and final resolution of the underlying Claim (whether by judgment or settlement with DMSC's prior written consent)), DMSC shall reimburse Buyer its proportionate share of the judgment or settlement amount and defense costs as mutually agreed by the Parties or as finally adjudicated by court order or judgment. Buyer shall obtain DMSC's written consent prior to any admission, compromise or settlement which affects DMSC's rights or interests.

17. Limitation of Liability. BUYER ACKNOWLEDGES, BY ITS USE OF THE SITE, THAT BUYER'S USE OF THE SITE IS AT ITS SOLE RISK. THE ENTIRE RISK ARISING OUT OF ANY PRODUCTS OR SERVICES OFFERED ON OR IN CONNECTION WITH THE SITE, AND ANY CONTENT, CONTENT PROVIDED BY BUYER OR DIGITAL DOWNLOADS REMAINS WITH BUYER. IN NO EVENT SHALL DMSC OR ITS AFFILIATES OR PARENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, SERVICES, CONTENT, USER CONTENT AND/OR DIGITAL DOWNLOADS, THE PROVISION OF OR FAILURE TO PROVIDE PRODUCTS OR SERVICES OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, USER CONTENT AND CONTENT OBTAINED THROUGH THE SITE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR POSTED ON THE SITE, THE MAXIMUM LIABILITY THAT DMSC SHALL HAVE IS LIMITED TO ANY AMOUNTS ACTUALLY PAID TO DMSC BY YOU FOR THE PURCHASE OF THE PARTICULAR PRODUCTS GIVING RISE TO A CLAIM, WHICH FOR CLARIFICATION WILL NOT EQUAL THE AMOUNT OF PAYMENT FOR THE ENTIRE LISTING. BUYER ASSUMES ALL RISK OF LOSS FOR SHIPPED PRODUCTS. USER INFORMATION SUCH AS ADDRESS THAT IS INACCURATE OR INCOMPLETE MAY RESULT IN DELAYS THAT SHALL NOT BE THE RESPONSIBILITY OF DMSC. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. FOR THE AVOIDANCE OF DOUBT, THESE LIMITATIONS OF LIABILITY SHALL SURVIVE EACH PURCHASE AND ANY TERMINATION OF THIS AGREEMENT.

18. Use of the Site. The Site (including all content, functions and information) is provided on an "as is" basis without any representations or warranties of any kind, express or implied. Buyer agrees and acknowledges that B-Stock and DMSC make no guarantee of the accuracy, correctness or completeness of any content and are not responsible for any of the following: (i) errors or omissions arising from the use of any thereof; (ii) failures, delays or interruptions in the delivery of any content contained with the Site; (iii) losses or damages arising from the use of the content provided by the Site; (iv) conduct by Buyer in connection with the Site; or (v) content or products provided through or in conjunction with the Site. Buyer must comply with the operating rules and policies applicable to the Site as may be published or provided by B-Stock or DMSC in writing (including by posting on the Site) from time to time.

19. Confidentiality. Each Party shall, and shall ensure that its officers, directors, consultants, employees, subcontractors and agents (collectively the "Representatives"), shall keep confidential (using at least the same standard of care as it uses to protect proprietary or confidential information of its own, but in no event less than reasonable care) and not publish or otherwise disclose and not use for any purpose except as permitted herein, any Confidential Information furnished to it by the other Party pursuant to this Agreement. Either Party may disclose the Confidential Information belonging to the other Party solely to the extent such disclosure is necessary in the following instances: (a) complying with applicable governmental regulations; and (b) disclosure to such Party's Representatives whose job performance requires such access in connection with the performance of this Agreement, provided that each Party shall take all necessary steps to ensure that any persons permitted to access such Confidential Information are legally bound to hold all such Confidential Information in confidence without further disclosure to any third party. "Confidential Information" means any information, in whatever form, whether written, electronically stored, orally transmitted or memorialized, that is disclosed by a Party to the other Party, including without limitation, Personal Information, as hereafter defined, and information relating to a Party's business activities, know how, advertising, promotions, business plans, competitive strategies, financial plans, forecasts and performance, vendor relationships, trade secrets, product characteristics, demographics, information technology, systems, market research, general customer information and other confidential business information related to the conduct or strategy of the business of a Party, and any other information provided to a Party which by its nature would reasonably be considered confidential. "Personal Information" means information which alone or in combination with other information can identify a specific person. For the avoidance of doubt, this definition of Personal Information includes but is not limited to any information subject to data protection or data privacy laws. Confidential Information shall not include information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the Party receiving such information; (iii) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the recipient without use of, or reference to, any Confidential Information of the other Party; or (v) is approved for release or disclosure by the disclosing Party without restriction. Confidential Information includes the terms and conditions of this Agreement.

In addition to the restrictions set forth above, (a) the recipient shall not duplicate or incorporate Personal Information into its own records or databases; (b) the recipient shall establish and maintain written policies and procedures designed to ensure the confidentiality of the Confidential Information, copies of such policies and procedures shall be provided to the disclosing Party upon the disclosing Party's request; (c) the recipient shall notify the disclosing Party promptly upon the discovery of the loss, unauthorized disclosure or unauthorized use of the Confidential Information and shall indemnify the disclosing Party and hold the disclosing Party harmless for such loss, unauthorized disclosure or unauthorized use, including any costs related to notifying customers, regulators or third parties and any attorneys' fees; and (d) the recipient shall establish and maintain commercially reasonable security procedures designed to protect the confidentiality, integrity and availability of the discloser's Confidential Information using and maintaining administrative, technical and physical safeguards consistent with the highest industry standards and all applicable laws to protect against anticipated threats or hazards to, or the unauthorized access, disclosure or use of, the other Party's Confidential Information. Upon request of the disclosing Party, the recipient shall return all Confidential Information of the discloser or destroy all such information and certify such destruction in writing to the discloser.

Each Party acknowledges that remedies at law may be inadequate to protect the other Party against any actual or threatened breach of this Section. Each Party agrees that any violation of any of the covenants in this Section would cause substantial and irreparable injury to the other Party whereupon, without prejudice to any other rights and remedies otherwise available to the non-breaching Party, the non-breaching Party shall be entitled to seek injunctive relief in its favor without proof of actual damages or posting of bond.

Buyer agrees that it will not use the name of Dick's Sporting Goods, Golf Galaxy, Field & Stream or any manufacturer of the Product in connection with any item it purchases from DMSC. Buyer agrees to keep the source of the Product confidential. Buyer acknowledges and agrees that the terms of this Agreement, including but not limited to the purchase price for any Product, are confidential and shall not be disclosed to any third Parties without the express written consent of DMSC. This provision shall survive any termination or expiration of this Agreement.

20. Publicity. Buyer shall not issue or make, or permit to be issued or made, any publicity, advertising, press release or public statement regarding this Agreement or its relationship with DMSC (or any of DMSC's affiliates, subsidiaries, or parent), including but not limited to listing DMSC on Buyer's website or in any presentations, without DMSC's prior written approval.

21. Breach; Attorney's Fees. Buyer acknowledges that remedies at law may be inadequate to protect DMSC against any actual or threatened breach of this Agreement by Buyer, and, without prejudice to any other rights and remedies otherwise available to DMSC, Buyer agrees that DMSC shall be entitled to injunctive relief in its favor without proof of actual damages. Buyer expressly agrees to pay all of DMSC's attorneys' fees, costs and expenses incurred in connection with DMSC's enforcement of its rights under this Agreement.

22. Termination. Notwithstanding anything to the contrary herein, DMSC reserves the right, at its sole discretion, to suspend or terminate Buyer's use of the Site with or without cause and without notice. If Buyer fails to comply with any term or condition of this Agreement, DMSC may immediately terminate Buyer's account, deactivate Buyer's password and seek any other remedy available at law or in equity. The expiration or termination of this Agreement will not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by its express terms or by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, payment, indemnity, and marketing/geographic restrictions.

23. No Other Terms. This Agreement contains the entire understanding of the Parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof. The Parties specifically agree that any different or additional terms or conditions contained in any Buyer documentation related to the purchase of the Product shall be of no force and effect. In the event of a conflict between the terms of use on the Site and this Agreement, this Agreement shall govern.

24. Notice. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). A Party may change their address upon written notice sent in accordance with this paragraph.

If delivered to DMSC: Dick's Merchandising & Supply Chain, Inc. 345 Court Street Coraopolis, PA 15108 Attention: Steve Stiller

With a copy to: Legal Department

25. Miscellaneous. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties. The invalidity of one or more portion of this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. Any failure of a Party to enforce or to require compliance with any of the provisions of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of a Party thereafter to enforce any and each such provisions. The Parties are independent contractors and nothing in this Agreement shall be construed as creating an employment relationship, partnership, or joint venture between the Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its conflicts of laws provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Allegheny County, Pennsylvania, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper. Buyer shall not assign this Agreement or any of Buyer's rights and duties hereunder without the prior written consent of DMSC, which consent may be withheld in DMSC's sole discretion. This Agreement shall be binding upon the Parties hereto, their successors and permitted assigns.

Appendix 1 Competitors

Retailers:

26. Academy, Ltd.
27. Amazon, Ltd.
28. BPS Direct, L.L.C. (e.g. Bass Pro Shops, Cabela's)
29. Big 5 Sporting Goods Corporation
30. Camping World Holdings, Inc. (e.g., Gander Mountain Company)
31. Canadian Tire Corporation, Limited and FGL Sports Ltd. (e.g., Sport Chek, Hockey Experts, Sports Experts, National Sports, Intersport, Pro Hockey Life and Atmosphere)
32. City Sports, Inc.
33. Decathlon USA LLC
34. Dunham's Athleisure Corporation (Dunham's Sports)
35. Fanatics, Inc. FansEdge and Fanatics Authentic
36. Foot Locker, Inc. (e.g., Foot Locker, Lady Foot Locker, Kids Foot Locker, Footaction, Champs Sports, Eastbay and CCS)
37. Gap, Inc. dba Athleta
38. Golf & Tennis Pro Shop, Inc. (PGA Superstores)
39. Henry Modell & Company, Inc. (Modell's)
40. Hibbett Sports, Inc.
41. L.L. Bean, Inc.
42. lululemon athletica Canada, Inc.
43. Michigan Sporting Goods Distributors Inc. (MC Sports)
44. OSC Sports, Inc. (Olympia Sports)
45. Recreational Equipment, Inc. (REI)
46. Scheels All Sports, Inc.
47. Sports Direct International plc
48. Sportsman's Warehouse, Inc.
49. The Finish Line, Inc.

50. UFA Co-operative Limited (e.g., Wholesale Sports Outdoor Outfitters)
51. Varsity Brands, Inc. (e.g., BSN Sports)
52. Versa Capital Management, LLC (Vestis Retail Group, LLC, Bob's Stores, Eastern Mountain Sports, Inc. (EMS), Sports Chalet, Inc.)
53. Worldwide Golf Enterprises, Inc. (e.g, Roger Dunn Golf Shops, The Golf Mart, Van's Golf Shop, Golfer's Warehouse, Edwin Watts Golf Shops, Uinta Golf, Worldwide Golf Shops)

Team Dealers:

54. Eurosport
55. BSN Sports
56. Sports Endeavors (Soccer.com)
57. Squad Locker

Sports Software Providers:

58. 805 Stats
59. Active Network, including, but not limited to, eteamz, TeamPages and LeagueOne
60. Beamax Ltd. (Teamer)
61. Demosphere
62. Global Payments Inc.
63. Got Soccer
64. GroupMe
65. League Apps
66. Max Preps (CBS Interactive)
67. PitchKount
68. Remind101, Inc. (Remind)
69. Score Stream
70. Shutterfly
71. SPay, Inc. d/b/a Stack Sports, limited to scoring and team management apps, including specifically, Pointstreak Sports Technologies, Inc. and Saucer Technologies Group, Ltd. d/b/a Goal Line Sports Administration Systems
72. Sportion Media Group AB (Heja)
73. Sports Illustrated (SI) Play, including, but not limited to, League Athletics, Sports Signup and iScore
74. Sports Engine, including but not limited to Kyck, Rally Up, and Team Unify
75. SportsSignup Play
76. Team App
77. Team Snap
78. Teamstuff Pty Ltd.

*This list includes, with respect to each entity listed above, (A) its successors and assigns (whether by sale, merger, consolidation, name change, or otherwise), (B) any entity that controls, is under common control with or is controlled by such entity and (C) any division, affiliate, business unit, subsidiary or franchisee of such entity or of any entity covered by the foregoing clauses (A) and (B).