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## **SMT Team Analytics (IndyCar) Terms of Use**

READ CAREFULLY

THESE TERMS OF USE ("TERMS OF USE") RELATE TO, AND ARE A PART OF, THE LICENSE AGREEMENT ("AGREEMENT") BETWEEN YOU AND SPORTSMEDIA TECHNOLOGY CORPORATION, D/B/A SMT ("SMT," "we," "us" or "our") WITH RESPECT TO YOUR USE OF THE SMT TEAM ANALYTICS APPLICATION AND SMT TEAM ANALYTICS WEB USER MANAGEMENT INTERFACE (COLLECTIVELY, THE "SERVICE").

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To obtain access to the Service, you will be required to register for the Service on our User Management Web Interface, which will include providing your name, association, email address and phone number. You will also be required to choose a username and password. You agree to: (a)

provide current, complete, true and accurate information (b) maintain and update your information as required to keep it current, complete and accurate. SMT reserves the right to require you to periodically change your Password.

You agree: That you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your computer and your Passwords Not to transfer, lease, assign, or sublicense any Password without SMT's prior written consents Not to circumvent the password restrictions on the Site, nor allow others to do so on your behalf Not to use anyone else's Passwords and to notify SMT immediately upon discovery or suspicion of compromise of the confidentiality of any Password.

You acknowledge and agree that only one individual may access the Service at the same time using the Password, unless agreed otherwise by SMT. You further acknowledge and agree that you shall be solely liable and responsible for all activities that occur under your Password. You may only receive the Service if you are a Service subscriber in good standing with a valid, authorized means of payment on file with SMT.

#### **TERMINATION OF SERVICE BY SMT**

In addition to any other remedies available to us, whether in equity, at law or otherwise, upon your failure to comply with any of the terms or conditions in the Agreement (including these Terms of Use), we shall have the right to terminate your access to the Service immediately. We further reserve the right to discontinue, suspend, terminate or change the Service, or its availability to you, at any time. If we discontinue your Service subscription for cause (for example, due to your breach of the Agreement), you will not receive any refund or partial refund for any charges or fees already incurred by or billed to you, and we reserve all other rights available to us in connection with your breach.

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You acknowledge and agree that any violation of the Agreement relating to the disclosure, use, copying, distribution, display or publishing of the information and/or content on the Service and/or use of the Service may result in irreparable injury and damage to us that may not be adequately compensable in money damages, and for which we will have no adequate remedy at law. You, therefore, consent and agree that we may obtain injunctions, orders or other equitable relief as may be reasonably necessary to ensure compliance with this Agreement. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders or other equitable relief.

#### **CLASS ACTION WAIVER**

SMT and you agree that SMT and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding.

