

LICENSEE WAIVER AND RELEASE AGREEMENT

This Licensee Waiver and Release Agreement (the "Agreement") is made and entered into as of today's date, by and between you, the "Licensee" and SKILLZ Worldwide with a principal place of business in St. Petersburg, Florida, hereinafter referred to as the "Licensor."

WHEREAS, the Licensor owns and holds the copyrights to certain proprietary children's martial arts curriculum, branding tools, and instructor training materials (the "Content"); and

WHEREAS, the Licensee desires to obtain a license from the Licensor to use the Content for the purposes of utilization of the SKILLZ drills, downloads, online courses via SKILLZ University, etc. and

WHEREAS, the Licensor is willing to grant such a license to the Licensee upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Licensor and Licensee agree as follows:

1. **License Grant:** The Licensor hereby grants the Licensee a non-exclusive, non-transferable license to use the Content solely for the purposes of use within classes, camps, and other activities associated with the Licensee's business. The license is limited to the duration specified in the Licensing Agreement executed by both parties.
2. **Intellectual Property Rights:** The Licensee acknowledges that all rights, title, and interest in and to the Content, including any copyrights, trademarks, or other intellectual property rights, shall remain the sole property of the Licensor.
3. **Use Restrictions:** The Licensee agrees to use the Content only for the purposes stated in this Agreement and strictly in accordance with the terms and conditions of the Licensing Agreement. The Licensee shall not modify, distribute, sublicense, sell, or otherwise exploit the Content beyond the scope of this Agreement.
4. **Non-Refundable Policy:** The Licensee understands and agrees that all fees paid to the Licensor for the license to use the Content are non-refundable, regardless of the Licensee's decision to discontinue or terminate the license during its term.
5. **Indemnification:** The Licensee shall indemnify and hold harmless the Licensor, its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Licensee's use of the Content.
6. **Waiver and Release:** The Licensee acknowledges and understands the risks associated with using the Content, including but not limited to the possibility of unintended results or

outcomes. The Licensee hereby waives and releases the Licensor from any and all liability for any damages or injuries, whether direct or indirect, arising out of or related to the use of the Content.

7. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Florida, USA, without regard to its conflicts of law principles. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the courts of Florida, USA.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Licensee Waiver and Release Agreement as of the date this agreement is accepted by the Licensee.