

SKILLZ LICENSEE WAIVER AND RELEASE AGREEMENT

This **Licensee Waiver and Release Agreement** (“Agreement”) is made and entered into as of the date of acceptance by the Licensee today, by and between **SKILLZ Worldwide**, with its principal place of business in St. Petersburg, Florida (the “Licensor”), and you, the undersigned (“Licensee”).

RECITALS

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

WHEREAS, the Licensee desires to obtain a license from the Licensor to use the Content for the purposes of implementing the SKILLZ curriculum, drills, downloads, and online courses via SKILLZ University and related programs **at a single, school location (the “School”)**; and

WHEREAS, the Licensor agrees to grant such a license under the terms and conditions set forth herein;

AGREEMENT

1. License Grant

The Licensor hereby grants to the Licensee a **non-exclusive, non-transferable license** to use the Content solely for instructional and operational purposes **at one (1) licensed school location** operated by the Licensee.

Each additional school, facility, franchise, or location operated by the Licensee requires a separate SKILLZ license and agreement.

This license is valid for the duration specified in the executed SKILLZ Licensing Agreement.

2. Intellectual Property Rights

The Licensee acknowledges that all rights, titles, and interests in and to the Content, including copyrights, trademarks, trade secrets, and all other intellectual

property, shall remain the exclusive property of the Licensor. No ownership rights are transferred under this Agreement.

3. Use Restrictions

The Licensee agrees to use the Content only as expressly permitted herein. The Licensee shall not modify, copy, distribute, sublicense, sell, share, or otherwise exploit the Content beyond the scope of this Agreement.

The Licensee may not share, distribute, or otherwise make the Content available for use in any **unlicensed school, affiliate, or additional location**, even if owned by the same parent company, owner, or business entity.

4. Non-Refundable Policy

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 before the end of its term.

5. Indemnification

The Licensee agrees to **indemnify and hold harmless** the Licensor, its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Licensee's use or misuse of the Content.

6. Waiver and Release

The Licensee acknowledges and assumes all risks associated with the use of the Content, including any unintended results or outcomes. The Licensee hereby **waives, releases, and discharges** the Licensor from any and all liability for damages or injuries, whether direct or indirect, arising from such use.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida, USA**, without regard to conflict of law principles. Any disputes arising out of or relating to this Agreement shall be brought exclusively in the **courts of Florida, USA**.

ACKNOWLEDGMENT

By accepting this Agreement, the Licensee confirms that they have read, understood, and agree to the terms and conditions set forth herein.

Licensor:

SKILLZ Worldwide
St. Petersburg, Florida