

# Exhibit H

## Eichel, Benjamin J.

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**Subject:** FW: SMT and MLBAM - Next Steps

**From:** "Gersh, Kenny" <[Kenny.Gersh@mlb.com](mailto:Kenny.Gersh@mlb.com)>

**Date:** February 24, 2017 at 4:16:23 PM EST

**To:** Gerard Hall <[g.hall@smt.com](mailto:g.hall@smt.com)>

**Subject:** Re: SMT and MLBAM - Next Steps

Gerard,

Thank you for your email. We strongly disagree with your interpretation of the PITCHf/x agreement and will not adopt your proposed amendment.

To be clear, MLBAM has not taken the position that it has terminated the current PITCHf/x agreement as amended. Rather, MLBAM intends to cooperate and continue abiding by the ongoing portions of the agreement and will hold SMT to doing the same. MLBAM does not waive the rights it has under the agreement or otherwise. This includes MLBAM's rights to enforce and/or terminate the agreement in response to SMT violating any of its provisions, for instance by engaging in prohibited discussions with MLB broadcasters.

I encourage SMT to reconsider its current unfounded posture so we can avoid spending valuable resources on attorneys. If you think it would be productive, and to the extent SMT has anything additional of value to offer, I am open to arranging a meeting between our product teams to discuss ways we could work together in the future. Of course, this discussion would be separate and apart from the PITCHf/x agreement and we would first need to receive assurance that SMT will not bring litigation related to the agreement. Otherwise, I can have MLBAM's attorneys reach out to SMT's attorneys.

Regards,

Kenny

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**From:** Gerard Hall <[g.hall@smt.com](mailto:g.hall@smt.com)>

**Date:** Tuesday, February 21, 2017 at 4:59 PM

**To:** "Gersh, Kenny" <[Kenny.Gersh@mlb.com](mailto:Kenny.Gersh@mlb.com)>

**Subject:** SMT and MLBAM - Next Steps

Hello Kenny,

Thanks for making the time to meet with me in NYC recently. I wish our first meeting were under more pleasant circumstances, but alas, we must play the hand we are dealt.

As agreed I have created a document that outlines SMT's position and perspective vis-à-vis the current contract status as between MLBAM and SMT.

In a nutshell, the document shows why and how SMT believes that the entirety of the Consolidated Agreement (original Agreement plus four Amendments) remains in force until December 31, 2019 - and thus why and how significant MLBAM Obligations are still in force under this Consolidated Agreement.

As you will see I organized the document into five (5) sections for simplicity:

1. Situation Analysis
2. Statement of the Problem
3. Proposed Solution
4. The Ask
5. Next Steps.

While I appreciate what you shared with me in our meeting, i.e., that MLBAM's position is that the contract ended at the conclusion of the 2016 MLB season. I think any reasonable person, relying on the four corners of the Consolidated Agreement only, will arrive at a different conclusion and see that the Consolidated Agreement remains in force until December 31, 2019. I encourage you to read with fresh eyes and an open mind so that you can understand how someone who has only recently been privy to these documents – e.g., SMT's attorneys and I – would view them.

You also mentioned during our meeting – for the point of academic argument - that even if SMT's position on the Consolidated Contract turns out to be accurate – there is nothing of any substance left in the Consolidated Agreement, e.g., SMT has no rights to sell the PITCHf/x System Data or to sell services around the rendering of PITCHf/x System Data; ergo, the Consolidated Contract really is vacuous.

I think you will conclude after reviewing all of the attached that we are not in a vacuous contract situation

at all. In fact, quite the opposite is true. In SMT's view, the Consolidated Agreement clearly states that:

1. MLBAM is obligated to fund, operate, maintain, and promote the PITCHf/x System through December 31, 2019; and,
2. MLBAM is obligated to grant SMT 24/7/365 access to PITCHf/x System Data;
3. While MLBAM is not obligated to allow SMT to provide rendering services on the PITCHf/x System Data, MLBAM cannot unreasonably withhold approval;
4. MLBAM is precluded from contracting with any third party for the provision of data similar to the PITCHf/x System Data.

In addition, SMT has strong patent protection against any other entity providing Pitch Tracking Rendering services to broadcasters;

So what does all this mean or what does it amount to?

Not to sound alarmist, but since the amount of revenue PITCHf/x means to SMT is significant – we’re talking many millions of dollars - it is a sad fiscal reality that if you and I do find common ground to solve this problem – fast – SMT attorneys will be forced to mobilize and as a consequence (per SMT’s patent protections) MLB broadcasts in 2017 through 2022 could be devoid of live and replay pitch location relative to strike-zone graphics. MLB broadcasts will look very different without SMT’s pitch location and strike-zone graphics.

For the record, I hate litigation, I hate lawsuits, I hate productive capital going to non-productive activities - particularly when the situation is entirely avoidable. I also hate to think of the public relations mess that this would create in the trades and media. But more than all of that, I hate losing many millions of dollars of revenue when SMT is poised to provide - in mutual interest of all parties - valuable services to MLBAM and its broadcast partners. Filing a lawsuit over this situation is a terribly inefficient thing to contemplate – and not in either of our interests.

Obviously, this is a very time-sensitive situation given the imminent opening of the 2017 MLB Season in five weeks.

I hope you find the attached documents helpful and enlightening. So much so, that you see the need for us – the cooler heads - to get together to solve this problem ASAP.

I look forward to hearing from you within 48 hours at the latest. SMT’s clients are barraging us with inquiries.

Best regards,

Gerard



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