



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

502-869-8000
Fax 502-543-3608
www.bullittschools.org

TO: Mr. Jesse Bacon, Superintendent *JB*

FROM: Mrs. Rachele Bramlage-Schomburg, Director of Secondary Education

RE: Letter of Agreement between Bullitt County Public Schools ("District") and National Federation of State High School Association (NFHS) Network Broadcast Program powered by PlayOn through the Pixellott System

DATE: Monday, May 13, 2019

The National Federation of State High School Association (NFHS) Network School Broadcast Program is the Kentucky High School Athletic Association (KHSAA) official live streaming partner. If the board approves, NFHS can automatically capture and broadcasts the video of high school sporting events in our main gymnasium and the football arena powered by PlayOn through the Pixellott System. After installation by Bullitt County staff, our community will never have to miss another game. Our coaches will have the ability to create game and practice film.

If the board approves, PlayOn will provide seven (7) units of hardware and software for the District's use during the term of our agreement. Within the seven units of hardware include two cameras and computer systems per high school. These are free of charge to Bullitt County, with installation done by Bullitt County's staff. Bullitt Central and North Bullitt main purpose for the cameras are for coaches to film and breakdown practices and games. Bullitt East, if the board approves, plans to purchase an additional camera for \$2500.00 for their College and Career Center gymnasium. Bullitt East booster club will pay \$1000.00 to start a subscription revenue share and include school sponsors in the broadcasts and begin having revenue immediately

If the board approves, per the agreement, the District, which includes Bullitt Central, Bullitt East, and North Bullitt, agrees to broadcast all regular season sporting events at all competition levels (Varsity, Junior Varsity, Freshman, etc.) in all of our venues where Pixellott Systems are installed. The District also grants PlayOn the right to live broadcast all Postseason Events in all our venues where Pixellott Systems are installed. This agreement would be effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on the next August 1st that follows the effective date.

Mr. Jim Jackson, District Technology Coordinator, has checked with the Kentucky Department of Education on the bandwidth. Mr. Andy Hobbs, District Network Engineer, has contact our local resources. Both gentlemen have approved Pixellott System will not interfere with our bandwidth. This contract has been sent to Joe Mills, Buckman Farris & Mills Attorney at Law.

Please approve the Letter of Agreement between Bullitt County Public Schools ("District") and National Federation of State High School Association (NFHS) Network Broadcast Program powered by PlayOn through the Pixellott System.

Equal Education and Employment Institution

JB
5.13.19



SCHOOL BROADCAST PROGRAM

School District: **Bullitt County Public Schools**
 Address: **1040 Highway 44 East**
 City, state, zip: **Shepherdsville, KY 40165**

Effective Date: May 15, 2019

This letter (our "Agreement") will serve as confirmation of the involvement of **Bullitt County Public Schools** ("DISTRICT" or "School") in the **NFHS Network School Broadcast Program**, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, DISTRICT and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement. For the sake of clarity, "DISTRICT" may refer throughout the Agreement to the school district itself, one or more of DISTRICT high schools, or both.

PlayOn will provide seven (7) units of hardware and software ("Pixellot Systems") for DISTRICT's use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- Pixellot camera head
- Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- Pixellot real-time stitching technology
- Automated production for supported sports; new sports will be added as released
- Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- Protective cabinet for workstation, if needed
- Software upgrades (while the Agreement is in effect)
- Point to Point wireless internet base station (if School does not have hard-line internet available at Pixellot venue)

Installation Services of the unit(s): *(Check one)*

Provided by PlayOn	[]	Responsibility of DISTRICT	[X]
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Pricing for the Agreement*:

Description	No. Units	Unit Price	Sub Total
Pixellot System (EAST)	1	\$2,500	\$2,500
Additional Unit – One-time use fee			
Extra Accessories (if applicable)			n/a
Total Due			\$2,500

*School may purchase a wireless score data device (if venue is compatible) for an additional \$500, for which School will be invoiced

Pixellot Systems will be installed at the following DISTRICT venues:

At each DISTRICT high school (School, or collectively, Schools), two (2) Pixellot Systems will be installed at each School listed below in the main basketball gym and in the School's football stadium. An additional Pixellot will be provided to Bullitt East High School ("EAST") and will be used in a second basketball gym.

- Bullitt Central High School
- Bullitt East High School
- North Bullitt High School

PlayOn provides the following software and services*:

- A branded School video portal on www.nfhsnetwork.com for all Schools
- PlayOn proprietary software (*PlayOn! Manager*) for the complete management of School-based events including scheduling, event information, and event availability.
- E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events ("Consumer Subscription Plan")
- All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- Standard on-call customer support, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

*PlayOn software and services are subject to additional terms and standard license agreements provided with those items.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts. DISTRICT agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). DISTRICT has the right to determine on-demand availability of



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regular season events through "blackout windows." School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. DISTRICT will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. DISTRICT may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating these restrictions. For the sake of clarity, DISTRICT shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. DISTRICT agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot system installed in the venue where the event takes place. State Association rights fees for State Postseason events produced by Pixellot Systems at DISTRICT venues will be waived since the event will be distributed exclusively on the NFHS Network.

Practices. DISTRICT may use the Pixellot Systems to schedule and record practices for internal use by DISTRICT. DISTRICT must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Syndication. PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market DISTRICT, its Schools, and the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of DISTRICT), DISTRICT will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, DISTRICT has the right to download DISTRICT-produced events and upload the content into a game-film-analysis platform for use by coaches, provided that the full-length events are not generally available to consumers.

Event Content. DISTRICT shall be solely responsible for all event content produced by DISTRICT using the Software and distribution system contemplated hereunder, including securing any and all releases, consents, waivers and other necessary rights from any third parties and complying with all applicable law. DISTRICT agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of DISTRICT, PlayOn will remove DISTRICT produced events on the DISTRICT video portal. Parties agree that Pixellot system will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All live sporting events require consumers to purchase a subscription pass to be viewed. Sporting events uploaded for on-demand viewing require a subscription pass for a period of 72 hours from the event's initial broadcast, after which they are available to viewers free of charge. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sport events live and for 72 hours on-demand.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its School video portals. DISTRICT keeps 100% of all sponsorship sales made by DISTRICT from local sponsors.

Network Advertising. PlayOn may advertise on any DISTRICT video portal and within any DISTRICT broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in **Exhibit B**.

Third Party Relationships. Any third-party relationships DISTRICT develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of DISTRICT. PlayOn assumes no responsibility whatsoever for any third-party relationships DISTRICT enters into.

Terms and Conditions

Term of Contract. This Agreement is effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on next August 1 that follows the Effective Date unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School is obligated to pay a fee ("Early Termination Fee") to PlayOn in the amount of twenty-five hundred dollars (\$2,500) per Pixellot system. School acknowledges that the Pixellot systems are being provided to School at a subsidized price in consideration of the licenses granted by School and the revenue that PlayOn expects to receive from such licenses over the course of the Term. School agrees that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

Additionally, at any time after the end of the third year of the Initial Term, PlayOn may terminate this Agreement without cause and remove the Pixellot System on 30 days' notice to School. After the Initial Term, the Agreement will remain in effect until terminated. School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if the term is extended.

PlayOn may terminate this Agreement and remove the Pixellot system immediately, if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.



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Internet Connectivity. DISTRICT must provide sufficient hardline internet connectivity and the required network configurations (provided in Exhibit A) for each Pixellot System to allow live broadcasts.

Software License. During the Term of Contract, PlayOn grants DISTRICT a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record content from School events for distribution to viewers solely on the NFHS Network. DISTRICT shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than DISTRICT pages on the NFHS Network video portal (www.nfhsnetwork.com). DISTRICT agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, DISTRICT agrees not to reproduce the Software or PlayOn's intellectual property. DISTRICT acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and DISTRICT agrees to comply with all such terms. The Pixellot EULA will be provided at DISTRICT request.

Indemnification for IP Infringement. PlayOn shall indemnify School against any claim that School's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems.

Receipt of Goods. Upon delivery of the Pixellot Systems, DISTRICT will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components.

Installation of Pixellot Systems. The Party marked above under the caption "Installation Services" shall perform the initial installation of the Pixellot Systems. If installation is DISTRICT's responsibility, DISTRICT shall install each Pixellot System within 60 days of delivery to DISTRICT. PlayOn may terminate this Agreement if DISTRICT does not complete installation by this deadline.

Revenue Sharing (Year 1-3). Revenue sharing to DISTRICT for online passes does not begin until Year 4 of Agreement (see one time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, DISTRICT will not receive any revenue share for content produced under this Agreement.

Revenue Sharing (Year 4 and future years). Starting in Year 4 of the Agreement, DISTRICT will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to DISTRICT's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Season (4 month) and Annual (12 month) subscription passes for sale on DISTRICT event pages and on custom DISTRICT landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of both the Season and the Annual subscription passes. Starting in Year 4, DISTRICT may set the price point for the online sale of these Season and Annual subscription passes and will receive one hundred percent (100%) of the markup between the selling price and either the Season Base Price or Annual Base Price, as applicable.

Administration of Funds. PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If DISTRICT produces regular season content on an alternative streaming platform in violation of the Agreement, NFHS Network reserves the right to withhold any Revenue Share attributed to DISTRICT. PlayOn will calculate the funds to be disbursed to DISTRICT on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to DISTRICT within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. DISTRICT must earn a minimum of \$50 in aggregate subscription proceeds within a school year to receive a check.

Special Terms

Ownership and Return of the Pixellot System. PlayOn is providing the Pixellot Systems for DISTRICT use during the term of this Agreement. It is not selling the Pixellot System to School. The Pixellot System will remain PlayOn's property and PlayOn will remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason. DISTRICT shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

Maintenance of Units. PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.

Providing of Sports Schedules. School is required, prior to 60 days before the start of a sport season, to provide the game schedules for all teams in all sports that occur in the venue where the Pixellot System is installed. Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that DISTRICT does not elect to do so. In event of a known change of schedule to an event, DISTRICT will make the required changes.

Revenue Sharing Acceleration. Any individual School within DISTRICT has an option to pay a one-time fee of One thousand dollars (\$1,000) per School at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.



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YES

Bullitt East opts to pay \$1,000 to
accelerate revenue sharing.

Marketing. DISTRICT must use reasonable efforts to link school and team social media platforms to PlayOn scheduling system; automated "game time alert" social posts will be generated and shared to School social media accounts.

Confidentiality. The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. Accordingly, DISTRICT may not disclose the financial or other terms of this agreement (including that DISTRICT is receiving Pixellot Systems at no charge) to any non-affiliated party without PlayOn's prior written consent notwithstanding any statutory requirements or Open Records Act to which DISTRICT must comply.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT

[Signatures on Next Page]



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Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by DISTRICT:

Signature: _____

Name: _____

Title: _____

Email: _____

School: _____

Primary Contact: _____

Email: _____

Mobile Number: _____

Bookkeeper: _____

Email: _____

Phone Number: _____

IT/Network Contact: _____

Email: _____

Subscription Revenue Check Made Out to: _____



EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

Whitelist all **outbound** HTTP/S traffic to **logmein.com**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP	Remote Management	https, agent
4444	TCP	Performance Monitoring	
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077	UDP	Video streaming	ZIXI broadcaster
2088			
53	TCP+UDP	DNS Name management	
1401			
1402	TCP	Sportzcast (Score data integration tool)	
1403			

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for **nfhsnetwork.com** and all subdomains.

Open all TCP traffic on ports 80 and 443 for **w.sharethis.com**.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.



EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school districts that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.