



## Services Agreement

To: Conner High School  
Cooper High School  
Ryle High School  
From: Brian Miller, MVP Sports Marketing  
Date: November 22, 2020  
RE: MVP Sports Marketing Summary of Services & Pricing

MVP Sports Marketing ("MVP") will provide live streaming, content management, hardware and software services to three Boone County Schools (Conner High School, Cooper High School, and Ryle High School) ("BCS") for a period effective as of January 1, 2021 until June 30, 2026 under the terms outlined in this agreement. These streaming services have a cost that will be underwritten by sponsorships at the sole responsibility of MVP Sports Marketing. There is no out of pocket financial risk to Boone County Public Schools.

### Features

BCS will receive complimentary digital network platform and streaming services as well as all necessary hardware to produce broadcasts. This plan will be provided to BCS at no cost due to an agreed upon revenue share. A revenue share of 70/30 will begin once all cost thresholds are hit at the \$4,500 mark per participating school each year. If we do not reach the threshold, BCS will not be responsible for any payment. BCS will provide oversight and support for equipment, streaming, production and ad insertion. Each school is asked to broadcast a minimum of 70 total events and air a minimum of 10 minutes of commercials in each broadcast.

MVP will provide all needed equipment as startup of the program. Each school will receive a TV Production Kit. These kits include headsets, one HD 4k camera, Apple Mac Mini, Monitor, Cables, BlackMagic Mini Recorder. MVP will provide one kit for each participating school. BCS will be responsible for any replacement equipment within the first three years, MVP will be responsible for any replacement equipment after 3 years.

All events will be offered in HD and will be offered for free unless mutually agreed upon by BCS and MVP. MVP will work to build out a Northern Kentucky Sports Network App that BCS games will be viewed on upon the sale of a title sponsorship. Prior to that games can be found on Team1Prep.com as well as streamed on high school website.

Broadcasts may be produced using Production Truck® Pro software. MVP assumes all streaming costs and service fees.

### 1. Terms of Service

- 1.1. Client will adhere to all items mentioned in Terms of Use (<http://www.blueframetech.com/terms-of-use/>).
- 1.2. The BlueFrame streaming service provides unlimited domestic viewership.
- 1.3. BlueFrame will provide live phone and email support to producers for all broadcasts which are scheduled in vCloud at least 5 business days in advance of the live event. All live events will automatically be archived after 1 hour of the completion of the broadcast. Complimentary storage for archived events will be provided up to 1 Year.
- 1.4. **Production is the sole responsibility of the Client.** MVP will provide initial equipment and training.



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- 1.5. MVP cannot be held responsible for Client's Internet connection strength. MVP can advise Client on the appropriate coverage & bandwidth required, but maintaining a network to successfully use MVP services is entirely the Client's responsibility.
- 1.6. MVP and BlueFrame will train and support Client's staff remotely to effectively use the BlueFrame services. Each participating school agrees to do 70 live events per year with an at least 10 minutes of advertising per hour in each broadcast. If schools are not compliant in serving ads, that school will forfeit its annual revenue share and could lose its broadcast equipment and streaming services for the next academic year.
- 1.7. Plan is specific to the 3 BCS participating High Schools. **Any attempt to share broadcasting services or software licenses outside of the contracted Client's organization(s) will be considered a breach of contract**, and may be subject to penalties up to, and including, immediate and non-refundable termination of service.
- 1.8. Client agrees to add ads.txt and app-ads.txt files to its website domain, if they do not exist. Client agrees to add BlueFrame Technology, LLC as a qualified publisher to its website's ads.txt and app-ads.txt files for the entirety of Client's streaming service.
- 1.9. Client acknowledges MVP's and BlueFrame Technology's permission to use Client as a listed customer for the duration of Client's active service.
- 1.10. Client acknowledges MVP's permission to sell sponsorships on behalf of participating schools.

### 3. Contract Period and Renewal

- 3.1. This agreement shall be in effect for the entirety of the period of time outlined herein, unless terminated as provided in the terms within MVP Terms of Use or Section 4. Termination of this Agreement.
- 3.2. MVP may submit a contract renewal to Client. The contract renewal may offer different pricing or services to be selected by Client at that time. In the event any terms of the renewal conflict with the terms of this agreement, the renewal terms will supersede; however, all other terms of this agreement will still apply to subsequent renewals.

### 4. Termination

- 4.1. Client may terminate this Agreement for MVP's breach of any obligations, covenants, representations, payment of fees or warranties in this Agreement, if such breach is not cured within sixty (60) days of written notice to MVP of said breach.
- 4.2. Unless the uncured breach is a result of a change to software or services that occurred during the term of this agreement, all revenues accrued after the written notice and before the date of contract termination will remain with MVP.

### 5. Acceptance

By signing this Agreement, Client accepts the terms outlined within the entirety of this Service Agreement and adjoining Pricing Sheet.

MVP Sports Marketing

Boone County Schools

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Brian Miller

Name: \_\_\_\_\_

Title: Founder and CEO Date: 11/19/2020 Title: \_\_\_\_\_ Date: \_\_\_\_\_

This document is confidential and may be disclosed, in whole or in part, in any manner to a third party without prior written consent from MVP Sports Marketing.



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