



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

8/31/21

AGENDA ITEM (ACTION ITEM):

Consider/Approve The agreement for the Hudl Athletic Director Package for Scott High School.

APPLICABLE BOARD POLICY:

.01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Scott High School uses Hudl for filming purposes for a variety of sports. This will open up filming for all sports as well as a mounted camera for the gym and football field that operates electronically. The camera can be used to film all practices, games, assemblies, etc.

FISCAL/BUDGETARY IMPACT:

\$8,000 from Scott High School Athletic department budget

RECOMMENDATION:


Approval to sign the agreement with Hudl for the Athletic Director Package for Scott High School.

CONTACT PERSON:

Casey Fisk


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Order

Order Number 20266
Created Date 8/30/2021
Expiration Date 9/29/2021

Agile Sports Technologies, Inc. dba Hudl
600 P Street, Suite 400
Lincoln, NE 68508

Address Information

| | | | |
|---------------|---|---------|---------------|
| Bill To Name | Scott High School | Ship To | United States |
| Bill To Email | casey.fisk@kentonschools.us | | |
| Bill To | 125springstreet Covington, Kentucky 41015 United States | | |

Terms

| | | | |
|-----------------|--------------|-------------------|--------|
| Est. Start Date | 12/1/2021 | Billing Frequency | Annual |
| Est. End Date | 11/30/2022 | | |
| Total Price | USD 8,000.00 | | |

Type of Package Essential Package

Product List

Hudl Subscriptions

- 1 - American Football (Mens) Hudl Silver
- 1 - Basketball (Mens) Hudl Silver
- 1 - Basketball (Womens) Hudl Silver
- 1 - Volleyball (Womens) Hudl Silver
- 1 - Baseball (Mens) Hudl Silver

Hudl Assist

- 1 - Mens Basketball Unlimited Game 24 hr
- 1 - Womens Basketball Unlimited Game 24 hr
- 1 - Mens Football Unlimited Game Only 24 hr
- 1 - Womens Volleyball Unlimited Game 24 hr

Additional Products and Services

- 1 - Football Hudl Focus Outdoor
- 1 - Football Focus Exchange Network
- 1 - Basketball Hudl Focus Indoor
- 1 - Football Playtools

Authorized Signature

Signature: 

Name: Justin Turkel

Title: Hudl Sales Manager

Effective Date: Aug 30, 2021

Signature:

Name:

Title:

Effective Date:



Order

at www.hudl.com/eula.

Invoice will be sent 30 days before the start date once the executed order form is returned to Hudl by the customer.

Payment terms are net 30.

If this Order is returned to Hudl after the estimated start date identified above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. If Organization currently has existing services with Hudl, the products described in this Order will be effective for the remainder of the current subscription term.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the customer. If you are a tax-exempt organization please provide a copy of your certificate at your earliest convenience. This is not an invoice.



User Terms and Conditions

Welcome to Hudl, and thanks for accessing our services. The services available on and through this website (the “**Services**” and the “**Site**”) are provided by Agile Sports Technologies, Inc. (“**Agile**”).

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You agree to be bound to any changes to this Agreement when you use the Services or access the Site immediately after any modification to this Agreement has been posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

The term “**User**” refers to any visitor to the Site or Registered User, unless provided otherwise. You are only authorized to use the Services if you agree to abide by all applicable laws, this Agreement and the Organization Terms, if applicable. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site or any of its applications and discontinue use of the Services immediately. If you wish to become a Registered User, communicate with other Users, and make full use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

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news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the “**Content License**”). You appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm, fully utilize, or enforce the grant of rights, consents, agreements, assignments and waivers set forth in this Agreement.

You represent and warrant to us that:

- (i) you own the User Generated Content or otherwise have the legal right to post or transmit the User Generated Content in accordance with the terms of this Agreement,
- (ii) the posting or other transmission of the User Generated Content on or through the Services or Site or otherwise by Agile or the Agile Entities does not violate the privacy rights, publicity rights, intellectual property rights (copyrights, patents, trademarks), contract rights or any other rights of any person or entity,
- (iii) without limiting this Agreement, you have provided your consent to the use of User Featured Content to your school and/or applicable athletic organization from which Agile has obtained, directly or indirectly, such User Feature Content. To the extent that any of the User Content on the Site and/or Services features a child of User under the age of 18, User is deemed to have consented to the Content License on such child’s behalf and the foregoing representations with regard to such Content, and such child shall also be deemed to be a User for purposes of this Agreement.;
- (iv) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by us of any of the rights herein granted You have secured and will maintain all rights necessary for us to use and enjoy the rights herein granted. You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to us; and

(v) If you are under eighteen (18) years of age, you further warrant and represent that you either: (I) are an emancipated minor, or (II) possess legal parental or guardian consent to enter into this agreement and use the site and services.

(vi) To the extent any "moral rights," "ancillary rights," or similar rights in or to the User Content exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or the Agile Entities, and you shall procure the same agreement not to enforce from any others who may possess such rights. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

5. Infringing Content; Digital Millennium Copyright Act

We reserve the right to remove any User Content that is alleged to infringe the copyright of a third party or otherwise violates any third party rights and/or to suspend or terminate a User's access privileges in the event of repeat infringement by a User.

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;
- (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- (iii) if applicable, a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Our designated (“**Copyright Agent**”) to receive notifications of claimed infringement is Jasmine Kingsley, who may be contacted by email at legal@hudl.com or by mail at 600 P Street, Suite 400, Lincoln, NE 68508. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice pursuant to the DMCA containing the following information to the Copyright Agent:

- (i) your physical or electronic signature;
- (ii) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nebraska, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Agile may, in its sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored.

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- patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;

- solicits personal information; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing", "instant messaging", "phishing", "spimming" or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files;

- furtheres or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

are contrary to Agile's public image, goodwill, or reputation;

infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

express or imply that any of your statements, activities or causes are endorsed by us, without our prior written consent in each instance;

transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;

"frame" or "mirror" any part of the Site without our prior written authorization;

distribute any virus, worm or other similar or deleterious files, scripts or programming routines;

interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of Agile or its licensors or suppliers;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission; and/or

execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website's servers or any data not intended for you.

Further, you agree not to use the Services or the Site to participate in:

criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;

advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules

to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Agile reserves the right to restrict the number of emails that a User may send to other Users;

You agree not to use the Services or the Site in any manner that violates or is otherwise not in accordance with the terms of the subscription package in which you are currently enrolled ("Account"). Any violation of the following usage rules may result suspension of the Services and/or loss of Account access:

Each Account may be utilized by one "Team," meaning one gender of one sport, from one institution (either a school or a club).

Only one sport is permitted per Account. For example, Basketball film cannot be uploaded to a Football account and vice versa.

Only one gender is permitted per Account, regardless of sport. For example, Girls' Basketball cannot upload film to the Boys' Basketball account and vice versa.

Each Team is permitted to subclassify into "Sub-Teams." The number of Sub-Teams per Account shall be as follows:

Club & Youth: 1 Team per Account; 0 Sub-Teams. For example, a Football team for 12U may only upload 12U film. 11U and 10U would require separate Accounts, though they may be associated under the same organization.

High School: 1 Team per Account; 4 Sub-Teams. For example, Boys' Football may have separate Sub-Teams for the Freshman, Sophomore, JV and Varsity rosters.

College: 1 Team per Account; 2 Sub-Teams. For example, Men's Football may subclassify into separate Sub-Teams for (a) starters and reserves or (b) offense and defense.

If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own Account.

You agree not to attempt to impersonate another User or other individual, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk.

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You agree to indemnify and hold Agile, the Agile Entities, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Agile to be liable to another third party or User.

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Updated April 5, 2019

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